

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

JAN 22 1998

LEASE NO. GS-11B-70348

THIS LEASE, made and entered into this date between **1120 Vermont Avenue Associates**

whose address is:

c/o S.C. Herman & Associates Inc.
1120 Vermont Avenue, NW, Suite 900
Washington, DC 20005

and whose interest in the property hereinafter described is that of an OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A TOTAL OF 61,364 RENTABLE SQUARE FEET (RSF) [EQUAL TO 56,283 OCCUPIABLE SQUARE FEET (OSF)] OF OFFICE AND RELATED SPACE CONSISTING OF THE ENTIRE 6TH FLOOR (36,053 OSF) AND PART OF THE 7TH FLOOR (20,230 OSF), AS NOTED ON THE ATTACHED FLOOR PLAN, AS WELL AS ONE RESERVED PARKING SPACE, IN THE BUILDING LOCATED AT 1120 VERMONT AVENUE, N.W., WASHINGTON, DC.;

to be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the **FIVE (5) YEAR** firm term beginning on the execution date of this lease, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$1,523,975.00 at the rate of \$126,997.92 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: **1120 Vermont Avenue Associates, c/o S.C. Herman & Associates, Inc., 1120 Vermont Avenue, NW, Suite 900, Washington, DC 20005.**

4. ~~The Government may terminate this lease at any time by giving at least 180 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:
One (1) One (1) year renewal option at the annual rent of \$1,671,605.10 at the rate of \$139,300.42 per month in arrears, plus all accrued operating expense escalations to date. All other terms and conditions shall remain the same. Such option shall become effective provided notice be given in writing to the Lessor at least one (1) year before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term.

LESSOR

GOVT

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

- A. ALL SERVICES, MAINTENANCE, AND UTILITIES AS SPECIFIED IN SFO NO. 96-035.
- B. THE ANNUAL RENT SET FORTH IN PARAGRAPH 3 INCLUDES A \$1.00 PER OCCUPIABLE SQUARE FOOT TENANT ALTERATIONS ALLOWANCE FOR ABOVE WARM LIT SHELL BUILDOUT. THE TOTAL AMOUNT OF THE TENANT ALTERATIONS ALLOWANCE IS \$56,283. THE GOVERNMENT SHALL BE ENTITLED TO UTILIZE THE TENANT ALTERATIONS ALLOWANCE TO PAY FOR ANY ALTERATIONS, REPAIRS OR REPLACEMENTS WHICH ARE PERFORMED BY THE LESSOR AT THE GOVERNMENT'S REQUEST.
- C. THE LESSOR AND GOVERNMENT AGREE THAT ANY UNUSED PORTION OF THE TENANT ALTERATIONS ALLOWANCE MAY BE TAKEN BY THE GOVERNMENT AS A LUMP SUM RENTAL CREDIT.
- D. IT IS UNDERSTOOD THAT THE LESSOR AGREES TO LEASE EXPANSION SPACE TO THE GOVERNMENT OF APPROXIMATELY 8,000 OCCUPIABLE SQUARE FEET (OSF) ON THE 7TH FLOOR AT A RENTAL RATE OF \$27.00 PER OSF, WHICH INCLUDES A \$15.00 PER OSF TENANT ALLOWANCE, FOR SPACE DELIVERED IN A WARM - LIT SHELL CONDITION. SAID SPACE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF THE LEASE AGREEMENT AND SHALL BE ACCEPTED WITHIN THE TIME PERIOD AS DEFINED IN ATTACHMENT #3 OF THIS LEASE AGREEMENT AND WILL BE FORMALIZED WITH THE EXECUTION OF A SUPPLEMENTAL LEASE AGREEMENT. THE LEASE TERM FOR THE EXPANSION SPACE SHALL BE CO-TERMINOUS WITH THIS LEASE, AND THE PERCENTAGE OF OCCUPANCY AND THE OPERATING EXPENSE BASE SHALL BE ADJUSTED TO REFLECT THE ACTUAL SQUARE FOOTAGE OF THE EXPANSION SPACE SUBSEQUENTLY LEASED.

7. The following are attached and made a part hereof:

- A. RIDER #1, 3 PAGES.
- B. FLOOR PLAN(S) OF LEASED AREA AND EXPANSION SPACE, 3 PAGES.
- C. ADDENDUM #1, 9 PAGES.
- D. SOLICITATION FOR OFFERS #96-035, 52 PAGE (S).
- E. ATTACHMENTS #1, #3, AND #5 TO THE SOLICITATION FOR OFFERS, 16 PAGE (S).
- F. GSA FORM 1217, LESSOR'S COST STATEMENT, 1 PAGE(S).
- G. GSA FORM 3517, GENERAL CLAUSES, 24 PAGE (S).
- H. GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 6 PAGE (S).
- I. CERTIFICATE OF PROCUREMENT INTEGRITY, 1 PAGE
- J. NEGATIVE ASBESTOS CERTIFICATE, 1 PAGE.
- K. LESSOR HANDICAPPED ACCESSIBILITY CERTIFICATION, 1 PAGE.

8. The following changes were made in this lease prior to its execution:

PARAGRAPH #4 OF THIS STANDARD FORM 2 HAS BEEN DELETED IN ITS ENTIRETY.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: 1120 Vermont Avenue Associates

(b) (6)
Name: SYLVAN C. HERMAN
General Partner

BY

c/o S.C. Herman & Associates, Inc.
1120 Vermont Avenue, NW, Suite 900
Washington, DC 20005

IN PRESENCE (b) (6)

UNITED STATES OF AMERICA

BY

(b) (6)

TITLE CONTRACTING OFFICER, GSA, NCR, PBS, RSD

Advanced Acquisition Program Washington, DC

SFO # 96-035

ADDENDUM #1

Purpose:

1. To replace the noted paragraphs in the SFO and other Attachments, with the paragraphs below (changes noted as being underlined) or as otherwise noted.

CHANGES TO THE OFFER DOCUMENTS

1.1 AMOUNT AND TYPE OF SPACE

- (a) The General Services Administration (GSA) is interested in leasing an approximate minimum of 2,000 to a maximum of 100,000 contiguous rentable square feet of office and related space. The rentable space must yield a minimum of 1,800 to a maximum of 92,000 contiguous occupiable square feet (OSF), available for use by the Government for personnel, furnishings, and equipment. Contiguous space offered should be continuous and not separated by other floors, corridors, or other tenants.

1.4 LEASE TERM

- (c) Offerors with existing Government leases expiring prior to July 1, 1998, also should submit price proposals for the existing Government space with the existing tenant alterations plus new paint and new carpet, and any fire, safety, handicapped, or Warm-Lit Shell upgrades to meet the minimum requirements of this solicitation, with terms identical to paragraphs (a) and (b) above. In the event of re-painting and/or re-carpeting, Lessor, at the Lessor's expense, shall be responsible for moving Government furnishings and equipment after business hours; however, the Government shall pay for the cost of disconnecting, disassembling, reassembling, and reconnecting of any electrified systems furniture, computer, and telecommunications equipment. The existing space shall be made fully handicapped accessible per paragraph 4.11 "Handicapped Accessibility" specific to tenant alterations at the Lessor's cost (ie. door hardware, ramps, and egress). Specialty items shall be at the government's expense (ie. millwork countertops, interior tenant signage, audio/visual systems in hearing/training type rooms).
- (d) Offerors with existing Government leases expiring who wish to make a superseding lease option offer for potential exercise by the Government prior to March 15, 1998 should submit price proposals for the existing Government space with the existing tenant alterations plus new paint, new carpet, and any fire, safety, handicapped, or Warm-Lit Shell upgrades necessary to meet the minimum requirements of this solicitation, with terms identical to paragraphs (a) and (b) above including an offer for a reduction in the rental rate for the balance of the existing lease term. In the event of re-painting and/or re-carpeting, Lessor, at the Lessor's expense, shall be responsible for moving Government furnishings and equipment after business hours; however, the Government shall pay for the cost of disconnecting, disassembling, reassembling, and reconnecting of any electrified systems furniture, computer, and telecommunications equipment. The existing space shall be made fully handicapped accessible per paragraph 4.11 "Handicapped Accessibility" specific to tenant alterations at the Lessor's cost (ie. door hardware, ramps, and egress). Specialty items shall be at the government's expense (ie. millwork countertops, interior tenant signage, audio/visual systems in hearing/training type rooms).

The Government, at its sole discretion, retains the right to choose the lease term, among those offered under this solicitation, for purposes of price evaluation and lease award. The Government also retains the right to combine leases for two or more contiguous blocks of space into fewer leases.

1.8 PRICE STRUCTURE

ALL PRICE PROPOSAL INFORMATION MUST BE INDICATED ON SOLICITATION ATTACHMENT #2.

- (a) Each Offeror must specify on GSA Form 1364 and Solicitation Attachment #2 the floor and location of the space offered and when it is available for start of tenant buildout along with its rental rate and any concessions package.
- (b) Offerors may structure their price proposals in one of two ways:
- (1) Offerors may submit multiple proposals of space at different prices with the intent that, should the Government make an award, the fully responsive lower-priced proposal would be awarded before the fully responsive higher-priced proposal. In such instances, a separate present value analysis will be performed, in accordance with paragraph 1.11 entitled "Price Evaluation (Present Value)," for each distinct price proposal independently of any other proposals the Offeror may submit.
 - (2) Offerors may submit a single proposal of space at a constant price per square foot or at a varied rate which includes quantity discounts for different quantities of space.
- (c) On Solicitation Attachment #2, Offerors should indicate the following for each lease term submitted:
- (1) A "base" lease rate per occupiable square foot for the Warm-Lit Shell excluding the cost of services and utilities in item (2) below.
 - (2) The annual cost per occupiable square foot for the cost of services and utilities. This equals 27A of GSA Form 1217 divided by 6A of GSA Form 1364.
A Clear indication as to whether or not the Services and Utilities rate is subject to annual escalations.
 - (3) An annual percentage interest rate, compounded monthly, to be used by the Lessor to amortize the cost of the tenant alterations allowance up to \$15.00 per OSF over the firm term of the lease.
An annual percentage interest rate, compounded monthly, to be used by the Lessor to amortize the cost of the tenant alterations allowance above \$15.00 per OSF over the firm term of the lease.
 - (4) The annual cost to amortize the tenant alterations allowance, such allowance being \$15.00 per occupiable square foot. Such amortization is to be compounded monthly over the firm term of the lease.

Tenant alterations are the alterations within the Government demised area above the Warm-Lit Shell. Such alterations shall be described and identified in the drawings used to construct the Government demised area. Tenant alterations are subject to Solicitation Attachment #1 entitled "Performance Specifications." Refer to paragraph 3.1 entitled "Initial Tenant Alterations" for payment of such alterations.
 - (5) A fully serviced lease rate per occupiable square foot as a summation of the amounts in items 1, 2, and 4 above.
 - (6) A fully serviced lease rate for the option term similar to item 5 above.

- (7) The number of months of free rent being months without any payment of rent, operation expenses, or tenant alterations amortization for (a) the firm term and (b) the option term.

Free rent, if offered, must be applied to the initial period of the firm term and/or the initial period of the option term. The corresponding value of such free rent shall be evaluated in accordance with paragraph 1.11 entitled "Price Evaluation (Present Value)."

A clear indication as to whether or not Services and Utilities are included in the any free rent offered.

- (8) The lump sum cost per annum for:

- (i) Each reserved parking space in the building's garage or surface parking lot.
- (ii) Each non-reserved parking space in the building's garage or surface parking lot.

A Clear indication as to whether or not the Services and Utilities rate is subject to annual escalations.

- (9) OFFERORS WITH EXISTING GOVERNMENT LEASES EXPIRING PRIOR TO JANUARY 1, 1999:

- (i) A fully serviced SUCCEEDING lease rate per occupiable square foot for the existing Government space meeting the Warm-Lit Shell requirements of the SFO, with the existing tenant alterations, except for Lessor providing new paint and carpet, in addition to providing all fire safety and handicapped minimum requirements of this solicitation.
- (ii) A fully serviced SUCCEEDING lease rate for the OPTION term.
- (iii) A fully serviced rate for the FIRST ONE YEAR EXTENSION of the present lease "As-Is."
- (iv) A fully serviced rate for the SECOND ONE YEAR EXTENSION of the present lease "As-Is" plus completely meeting the firesafety requirements per paragraph 1.15 - "Fire Protection, Occupational Protection, Health and Environmental Safety", and Section 8.0 Safety and Environmental Management."

- (10) OFFERORS WITH EXISTING LEASES EXPIRING PRIOR TO JANUARY 1, 1999, WHO WISH TO MAKE A SUPERSEDING LEASE OPTION OFFER FOR POTENTIAL EXERCISE BY THE GOVERNMENT PRIOR TO JANUARY 1, 1998:

A fully serviced SUPERSEDING lease rate per occupiable square foot for the existing Government space meeting the Warm-Lit Shell requirements of the SFO with the existing tenant alterations except for Lessor providing new paint and carpet, in addition to providing all fire safety and handicapped minimum requirements of this solicitation. Offers for superseding lease options may be evaluated by the Government any time prior to this solicitation's expiration.

1.9 WARM-LIT SHELL REQUIREMENTS

- (a) Lessors buildout obligations, at the Lessor's expense, in providing a Warm-Lit Shell includes base building, lobbies, common areas, and core areas as required in this solicitation in addition to the following:

- (1) Handicapped Accessibility:

Complete handicapped accessibility in accordance with paragraph 4.11 entitled "Handicapped Accessibility."

Does not include suite entry or interior entry doors specific to tenant alterations (except when it is specifically included per a succeeding/superseding lease offer as outlined in paragraph 1.4 (c) and (d)).

(2) Ceiling:

Complete acoustical ceiling system throughout the Government demised areas in accordance with paragraph 5.2 entitled "Ceilings and Interior Finishes," furnished, installed, and coordinated with tenant alterations and Attachment #1, CS1 - "Suspended Acoustical Ceiling System."

(3) Doors:

Exterior building doors and doors necessary to the lobbies, common areas, and core areas in accordance with paragraph 5.5 entitled "Doors: Exterior." Related hardware shall be , installed and coordinated with tenant alterations and in accordance with paragraph 5.7 entitled "Doors: Hardware."

Does not include suite entry or interior doors specific to tenant alterations (except when it is specifically included per a succeeding/superseding lease offer as outlined in paragraph 1.4 (c) and (d)).

(4) Partitions:

Permanent, perimeter, and demising slab to slab partitions, including all columns, finished with paint and base in accordance with paragraphs 5.9 entitled "Partitions: General" and 5.10 entitled "Partitions: Permanent" and Attachment #1, PF1 - "Paint".

(5) Floor Covering and Perimeters:

Carpet or resilient flooring throughout the Government demised areas in accordance with paragraphs 5.12 entitled "Floor Covering and Perimeters" and 5.13 entitled "Carpet: Broadloom," furnished, installed, and coordinated with tenant buildout alterations. Base on partitions in the Government demised areas, other than permanent, perimeter, demising partitions, and all columns, will be at the cost of the Government and Attachment #1, F1 - "Broadloom Carpet" and F2 - "Resilient Floorings."

(6) Window Coverings:

Complete window coverings throughout the Government demised areas in accordance with paragraph 5.15 entitled "Window Coverings," furnished, installed, and coordinated with the tenant alterations.

(7) Plumbing:

Complete plumbing throughout the Government demised areas in accordance with paragraphs 6.1 entitled "Plumbing, Mechanical, Electrical, Communications: General" through 6.5 entitled "Janitor Closets," furnished, installed, and coordinated with the tenant alterations.

(8) Heating and Air Conditioning:

Complete air conditioning and heating system throughout the Government demised areas in accordance with paragraph 6.6 entitled "Heating and Air Conditioning," furnished, installed, and coordinated with the tenant alterations and Attachment #1, H1 - "Heating, Ventilation, and Air Conditioning." (See Page 8 of Addendum #1).

(9) Ventilation:

Complete ventilation requirements throughout the Government demised areas in accordance with paragraph 6.7 entitled "Ventilation," furnished, installed, and coordinated with the tenant alterations and Attachment #1, H1 - "Heating, Ventilation, and Air Conditioning." (See Page 9 of Addendum #1).

(10) Electrical:

Complete electrical main distribution capacity throughout Government demised areas in accordance with paragraphs 6.8 entitled "Electrical: General" through 6.10 entitled

"Electrical: Additional Distribution Specifications," furnished, installed, and coordinated with the tenant alterations.

(11) Lighting:

Complete lighting necessary to meet the lighting performance specifications throughout Government demised areas in accordance with paragraph 6.12 entitled "Lighting: Interior/Exterior" and 6.13 entitled "Switches," furnished, installed, and coordinated with the tenant alterations and Attachment #1, LS1 - "Fluorescent Light Fixtures."

(12) Safety and Environmental Management:

Complete safety and environmental management throughout the Government demised areas in accordance with section 8.0, at the expense of the Lessor. Sprinkler heads shall be provided at a ratio to meet existing District of Columbia building code at the Lessor's expense furnished, installed, and coordinated with tenant alterations.

(13) Architectural / Engineering Design:

All design costs, including, but not limited to drawing preparation, for both Warm-Lit Shell requirements and tenant improvements based on the tenant improvement allowance in accordance with paragraph 3.15 entitled Construction Schedule of Tenant alterations, paragraph 4.5 entitled Floor Plans after Occupancy, paragraph 4.6 entitled CAD Floor Plans, and Attachment #5 - "Scope of Work for Programming, Stacking and Blocking, Design Intent Drawings, and Assignment Drawings."

- (b) The Government accepts existing conditions and/or equivalent alternatives for the existing space to the performance requirements of this solicitation in meeting the requirements of the Warm-Lit Shell.

1.11 PRICE EVALUATION (PRESENT VALUE)(JUN1994)

- (a) Evaluation of Offers will be on the basis of the present value in combination with any other requirement for offer being considered.

- (b) The Government will perform present value price evaluation by reducing the prices per occupiable square foot to a composite net present value price per occupiable square foot price as follows:

- (1) A separate net present value price will be determined for each distinct price proposal and lease term.

~~(i) As evaluated, lease terms correspond to five year firm terms, five year firm terms with one five year renewal option, and ten year firm terms.~~

- (ii) The Government, at its sole discretion, retains the right to choose the lease term and tenant improvement allowance, among those offered under this solicitation, for purposes of price evaluation and lease award.

(2) New Government Requirements:

- (i) If the Offeror declines operating cost escalations and annual adjustments in operating expenses will not be made, the annual fully serviced amortized tenant improvement rental rate per occupiable square foot (Solicitation Attachment #2, line 5) and (if the option term is evaluated) the fully serviced option rate (Solicitation Attachment #2, line 6) will be discounted annually at 6.9 percent for each year of the lease term, summed, and then divided by the number of years to yield a gross present value price per occupiable square foot.

- (ii) If annual adjustments in operating expenses will be made, the "base" rental rate per occupiable square foot (Solicitation Attachment #2, line 1) plus the cost of tenant allowance amortization (Solicitation Attachment #2, line 4) and (if the option term is evaluated) the fully serviced option rate (Solicitation Attachment #2, line 6 less the operating expenses on line 2) will be discounted annually at 6.9 percent for each year of the lease term, summed, and then divided by the number of years to yield a base present value price per occupiable square foot. The base cost of operating expenses per occupiable square foot (Solicitation Attachment #2, line 2)

will be both escalated at 2.9 percent compounded annually and discounted annually at 6.9 percent for each year of the lease term, summed, then divided by the number of years, then added to the base present value price per occupiable square foot to yield a gross present value price per occupiable square foot.

(iii) The present value price per occupiable square foot will be established by subtracting the present value of any rent concessions offered (e.g., free rent periods) from the gross present value price per occupiable square foot as calculated in accordance with subparagraphs (i) and (ii) above.

(iv) If the Government chooses to increase the amortized buildout allowance, items (i), (ii), and (iii) above shall be adjusted accordingly. Refer to paragraph 2.3 - "Award Based on Price" for determination of

(3) Existing Government Requirements:

(i) In the event that the Government competes a succeeding or superseding lease offer, the Government will first identify the offer(s) which, if the existing Government requirement were new, may be awarded a lease in accordance with subparagraphs (1) and (2) above and section 2.0 entitled "Award Factors."

(ii) The Government will reduce the offer identified in subparagraph (i) above to a net present value as follows:

(aa) If the Offeror declines operating cost escalations and annual adjustments in operating expenses will not be made, the base lease rate (Solicitation Attachment #2, line 1) and the base cost of operating expenses (Solicitation Attachment #2, line 2) per occupiable square foot and (if the option term is evaluated) the fully serviced option rate (Solicitation Attachment #2, line 6) including the base cost of operating expenses per occupiable square foot (Solicitation Attachment #2, line 2) will be discounted annually at 6.9 percent for each year of the lease term, summed, and then divided by the number of years to yield a gross present value price per occupiable square foot.

(bb) If annual adjustments in operating expenses will be made, the "base" rental rate per occupiable square foot (Solicitation Attachment #2, line 1) and (if the option term is evaluated) the fully serviced option rate (Solicitation Attachment #2, line 6 less the operating expenses on line 2) will be discounted annually at 6.9 percent for each year of the lease term, summed, and then divided by the number of years to yield a base present value price per occupiable square foot. The base cost of operating expenses per occupiable square foot (Solicitation Attachment #2, line 2) will be both escalated at 2.9 percent compounded annually and discounted annually at 6.9 percent for each year of the lease term, summed, then divided by the number of years, then added to the base present value price per occupiable square foot to yield a gross present value price per occupiable square foot.

(cc) The Government will complete a relocation estimate for its existing space at the identified location. Such relocation estimate may include, but is not limited to, physical move estimates, telecommunication estimates, alterations estimates (i.e., that portion of the Tenant Allowance required to meet agency requirements at the new location), and the agency disruption estimates. Any estimated alterations within the Government's space above a Warm-Lit Shell which the Government amortizes will be estimated using the Offeror's annual percentage rate to amortize tenant alterations (Solicitation Attachment #2, Line 3). Any estimated unused portion of the Tenant Allowance will be evaluated as free rent. Any estimated alterations which exceed the Tenant Allowance may be evaluated as a lump-sum payment. The Government retains the right to determine that portion of the Tenant Allowance to be amortized and/or paid as a lump-sum. This will be done in lieu of evaluating the full tenant improvement allowance. The full amount of the tenant improvement allowance will only be used in the evaluation process if the government expects to use the entire amount.

- (dd) The present value price per occupiable square foot will be established by subtracting the present value of any rent concessions offered (e.g., free rent periods) from and adding the present value of the relocation estimate (cc) to the gross present value price per occupiable square foot as calculated in accordance with subparagraphs (aa) and (bb) above.
- (iii) The Government will reduce the succeeding or superseding offer to a net present value as follows:
- (aa) If the Offeror declines operating cost escalations and annual adjustments in operating expenses will not be made, the fully serviced succeeding lease rate (Solicitation Attachment #2, line 9i) and the fully serviced option rate (Solicitation Attachment #2, line 9ii) OR the fully serviced superseding lease rate (Solicitation Attachment #2, line 10i) and (if the option term is evaluated) the fully serviced option rate (Solicitation Attachment #2, line 10ii) will be discounted annually at 6.9 percent for each year of the lease term, summed, and then divided by the number of years to yield a gross present value price per occupiable square foot.
- (bb) If annual adjustments in operating expenses will be made, the fully serviced succeeding lease rate (Solicitation Attachment #2, line 9i) less the base cost of operating expenses per occupiable square foot (Solicitation Attachment #2, line 2) and (if the option term is evaluated) the fully serviced option rate (Solicitation Attachment #2, line 9ii) less the base cost of operating expenses per occupiable square foot (Solicitation Attachment #2, line 2) OR the fully serviced superseding lease rate (Solicitation Attachment #2, line 10i) less the base cost of operating expenses per occupiable square foot (Solicitation Attachment #2, line 2) and (if the option term is evaluated) the fully serviced option rate (Solicitation Attachment #2, line 10ii) less the base cost of operating expenses per occupiable square foot (Solicitation Attachment #2, line 2) will be discounted annually at 6.9 percent for each year of the lease term, summed, and then divided by the number of years to yield a base present value price per occupiable square foot. The base cost of operating expenses per occupiable square foot (Solicitation Attachment #2, line 2) will be both escalated at 2.9 percent compounded annually and discounted annually at 6.9 percent for each year of the lease term, summed, then divided by the number of years, then added to the base present value price per occupiable square foot to yield a gross present value price per occupiable square foot.
- (cc) The Government will complete a continued occupancy estimate for it's existing space at the existing location. Such continued occupancy estimate may include, but is not limited to, telecommunication estimates and alterations estimates (i.e., alterations required to meet current agency requirements at the existing location, downtime, and swing space costs). Any estimated alterations within the Government's space above a Warm-Lit Shell may be evaluated as a lump-sum payment.
- (dd) The present value price per occupiable square foot will be established by subtracting the present value of any rent concessions offered (e.g., free rent periods) from and adding the present value of the continued occupancy estimate (cc) to the gross present value price per occupiable square foot as calculated in accordance with subparagraphs (aa) and (bb) above.
- (c) In the event the Government evaluates parking requirements, the parking requirement shall be evaluated as:
- (i) If the Offeror declines parking escalations and annual adjustments, the parking rate will be discounted annually at 6.9 percent for each year of the lease term, summed, and then divided by the number of years to yield a gross present value price per parking space.
- (ii) If adjustments in parking will be made, the proposed adjusted or escalated rates shall be discounted annually at 6.9 percent for each of the year of the

lease term, summed and then divided by the number of years to yield a gross present value price per parking space.

2.3 AWARD BASED ON PRICE (JUN 1993)

After review of "Best and Final" offers is complete, the lease(s) will be awarded to the responsible Offeror(s) whose offer(s):

- (i) Conform to the requirements of this solicitation; and,
- (ii) Has space available for Tenant Alterations and ready for occupancy consistent with paragraph 1.6 "Occupancy Date" and Attachment No. 3; and,
- (iii) Has the required minimum square footage; and,
- (iv) Meets any other minimum requirements necessitated by agency mission(s) (e.g., delineated area, floorplate size, parking, and security); and,
- (v) Offers the lowest present value for the evaluated lease term (see SFO paragraph 1.11 entitled "Price Evaluation" (Present Value)).
- (vi) In the case of a succeeding or superseding lease offer, all cost savings to the Government will be considered in making an award (e.g., net rental savings because of rent reduction).

6.6 HEATING AND AIR CONDITIONING (JUL 1994)

- (a) Thermostats shall be set to maintain temperatures between 68 to 72 degrees Fahrenheit during the heating season and temperatures between 74 and 77 degrees Fahrenheit during the cooling season with a maximum relative humidity of 60% during the cooling season. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- (b) During non-working hours, heating temperatures shall be set no higher than 55°F and air conditioning will not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
- (c) Heating systems shall not be operated to maintain temperatures above 72 degrees, and cooling systems shall not be operated to achieve temperatures below 74 degrees. Heating energy shall not be used to achieve the temperature specified for cooling and cooling energy shall not be used to achieve the temperature specified for heating.
- (d) Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- (e) **ZONE CONTROL:**
Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 square feet in perimeter areas and 5,000 square feet in interior areas. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air-conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air-conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

(f) EQUIPMENT PERFORMANCE:

Temperature control for office spaces shall be assured by concealed central heating and air-conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 Watt/sq.ft. to minus 1.5 Watts/sq.ft. from initial design requirements of the tenant. The initial design requirements of the tenant shall be based upon 3.5 Watt/sq.ft. calculated load. The density of office personnel shall be based on 1 person for each 135 occupiable square feet of office space.

6.7 VENTILATION (OCT 1996)

(a) Outside air shall be provided to all office space for a minimum of 10 cubic feet per minute (CFM) for each person or 0.2 CFM per square foot, whichever is greater. Economizer cycle free cooling, using outside air may be used for cooling.

(b) ~~Conference rooms of 400 occupiable square feet or greater shall be provided with a dedicated source of ventilation or be fitted with air handling equipment with smoke/odor removing filters.~~

(b) Where the Lessor proposes that the Government should pay utilities:

(1) An automatic air or water economizer cycle must be provided to all air handling equipment, where practicable.

(2) The building shall have a fully functional building automation system (BAS) capable of control, regulation, and monitoring of all environmental conditioning equipment. The BAS shall be fully supported by a service and maintenance contract, paid for by lessee.

INITIALS



SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION
HAS MULTIPLE REQUIREMENTS TO LEASE
BETWEEN APPROXIMATELY 2,200 AND 110,000 RENTABLE
(2,000 AND 100,000 OCCUPIABLE)
SQUARE FEET OF OFFICE AND RELATED SPACE
IN THE CENTRAL EMPLOYMENT AREA
OF THE
DISTRICT OF COLUMBIA

NAME: JOEL BERELSON

TITLE: CONTRACTING OFFICER

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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1.0 SUMMARY

1.1. AMOUNT AND TYPE OF SPACE (JUN 1994)

- (a) The General Services Administration (GSA) is interested in leasing an approximate minimum of 2,200 to a maximum of 110,000 rentable square feet of office and related space. The rentable space must yield a minimum of 2,000 to a maximum of 100,000 occupiable square feet (osf), available for use by the Government for personnel, furnishings, and equipment.
- (b) Offers must be for space located in a quality building of sound and substantial construction as described in this Solicitation For Offers (SFO), have a potential for efficient layout, be within the square footage range to be considered, and be in compliance with all of the Government's minimum requirements set forth herein. The Government is also interested in leasing storage space at the same locations.
- (c) ~~To demonstrate potential for efficient layout, Offerors may be requested to provide at the Offeror's expense test fit layouts when the space offered contains certain features like:~~

- narrow column spacing
- atriums, light wells or other areas interrupting contiguous spaces
- extremely long, narrow runs of space
- irregular space configurations, or
- other unusual building features.

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~~The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the occupiable space offered provided that it does not exceed the maximum occupiable square footage in the solicitation. If the Government determines that the Offeror is already providing the maximum occupiable square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that his offer is unacceptable.~~

- (d) Unless otherwise noted, all references in this solicitation to square feet shall mean occupiable square feet.
- (e) Offerors with a building "to be built or renovated" must specify on the GSA Form 1364 the date, or number of days after lease execution, that the building will be ready for commencement of the tenant alterations schedule noted in paragraph 3.15 entitled "Construction Schedule of Tenant Alterations." All improvements in the base building, lobbies, common areas, and core areas shall be provided and completed by the Lessor, at the Lessor's expense, prior to the Government occupancy and rent commencement. Proof of Offeror's ability to meet the schedule will be required. The Government reserves the right to determine the ability for an Offeror to meet the schedule.

1.2. AREA OF CONSIDERATION

The Central Employment Area as delineated by:

Beginning at Dupont Circle, southeast along Massachusetts Avenue, NW, to 9th Street, NW, north along 9th Street, NE, to N Street, NW, east along N Street, NW, to 7th Street, NW south along 7th Street, NW, to Massachusetts Avenue, NW, east along Massachusetts Avenue, NW, to H Street, NW, east along H Street, NW, to North Capitol Street, north along North Capitol Street to Florida Avenue, NE, and southeast along Florida Avenue, NE, and southeast, to 4th Street, NE, on the north; south along 4th Street, NE, to M Street, NE, west along M Street, NE, to 3rd Street NE, south along 3rd Street, NE, to K Street, NE, west along K Street, NE, to 2nd Street, NE, south along 2nd Street, NE, to the northeast corner of lot 855, square 725, west along the northern boundary of lot 855 to the northwest corner of lot 855, south along the westerly boundary of lot 855 to Constitution Avenue, NE, west along Constitution Avenue, NE, to 1st Street, NE, south on 1st Street, NW, to Maryland Avenue, NE, east on Maryland Avenue, NE, to 2nd Street, NE, south on 2nd Street, NE, and 2nd Street, SE, to C Street, SE, west on C Street, SE, to New Jersey Avenue, SE, south on New Jersey Avenue, SE, to D Street, SE, west on D Street, SE, to South Capitol Street, south on South Capitol Street to E Street, SE, east on E Street, SE, to New Jersey Avenue, SE, south on New Jersey Avenue, SE, to the Southeast Freeway, east on the Southeast Freeway to 2nd Street, SE, south along 2nd Street, SE, to M Street, SE, and east along M Street, SE, to the 11th Street Freeway on the east; south on the 11th Street Freeway on the 11th Street, SE, bridge, south along this bridge to the Anacostia Freeway, south along the Anacostia Freeway and Firth Sterling Avenue, SE, to South Capitol Street, north along South Capitol Street and the Frederick Douglas Memorial Bridge to South Capitol Street, north along South Capitol Street to the Southwest Freeway, west along the Southwest Freeway and Maine Avenue, SW, to 14th Street, SW, north along 14th Street, SW, and 14th Street, NW, to Constitution Avenue, NW, and west along Constitution Avenue, NW, to the Route 50 Expressway on the South; north on the route 50 Expressway to the E Street Expressway and E Street, NW, east on the E Street Expressway, and E Street, NW, to 23rd Street, NW, north along 23rd Street, NW, to Virginia Avenue, NW, southeast along Virginia Avenue, NW, to 22nd Street, NW, to the northern lot line of 2121 Virginia Avenue, NW, east along the northern lot line of 2121 Virginia Avenue, NW, to the eastern lot line of 2121 Virginia Avenue, NW, south along the eastern lot line of 2121 Virginia Avenue, NW, to E Street, NW, east along E Street, NW, to 21st Street, NW, north along 21st Street, NW, to the northern edge of the rear lot line of the

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American Red Cross Building on Lot 834 in Square 104, east along the rear lot line of the American Red Cross Building to 20th Street, NW, south along 20th Street, NW, to the northern edge of the rear lot line of the Associated General Contractors of America ("AGC") building on Lot 835 in Square 122, east along the rear lot line of the AGC building to 19th Street, NW, north along 19th Street, NW, to F Street, NW, west on F Street, NW, to 20th Street, NW, north along 20th Street, NW, to Pennsylvania Avenue, NW, west along Pennsylvania Avenue, NW, to 22nd Street, NW, north along 22nd Street, NW, to K Street, NW, east along K Street, NW, to 21st Street, NW, north along 21st Street, NW, to M Street, NW, east along M Street, NW, to 20th Street, NW, to New Hampshire Avenue, NW, and northeast along New Hampshire Avenue, NW, to Dupont Circle on the west.

1.3. LOCATION: CITY CENTER (JUN 1994)

(a) NEIGHBORHOOD:

Space must be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks should be well maintained.

(b) PARKING AND TRANSPORTATION:

Parking must be available in a ratio consistent with the current city building and zoning code requirements. The Government will pay separately for official parking.

(c) LOCATION AMENITIES:

A variety of inexpensive and moderately priced fast food and/or eat-in restaurants and other employee services such as retail shops, cleaners, banks, etc., must be located within a reasonable distance of the space.

1.4. LEASE TERM

Offerors shall submit price proposals for:

- (a) A five year firm term lease with a one year renewal option, such option to be exercised at the Government's discretion at least one year prior to the expiration date of the subject firm term lease.

Items or conditions which are accepted with the existing tenant alterations are intended to recognize that the Government finds the current items or conditions within the Government's demised area acceptable in meeting the tenant alterations in accordance with this solicitation. Nonetheless, such items or conditions are to be in "good repair and tenantable condition" at the time of the lease commencement and throughout the term of the lease. Accordingly, the Lessor is to maintain (or replace, if necessary) such items or conditions so that they remain in "good repair and tenantable condition" throughout the term of the lease. If replacement is or becomes necessary, such replacement must be no less than equal in quality and function to the existing

All the terms and conditions contained herein shall prevail throughout the firm and renewal option periods. The Government's Share for Tax Adjustments, paragraph 3.4, and the Operating Cost Base, paragraph 3.6, for the firm lease term will continue throughout any renewal option periods.

The Government, at its sole discretion, retains the right to choose the lease term, among those offered under this solicitation, for purposes of price evaluation and lease award. The Government also retains the right to combine leases for two or more contiguous blocks of space into fewer leases.

1.5. OFFER DUE DATE

- (a) Initial offers are due by December 30, 1996.
- (b) Offers are to remain open until either an offeror repeals an offer in writing or March 1, 1998..


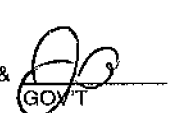
1.6. OCCUPANCY DATE

Space must be ready for occupancy and tenant improvements in accordance with paragraph 3.15 entitled "Construction Schedule of Tenant Alterations" and Solicitation Attachment #3 "Construction Schedule Task Durations."

1.7. HOW TO OFFER (JUN 1994)

- (a) Offers are to be submitted to the Contracting Officer at:
James Smale, Contracting Officer
GSA - WPEMC
Office of Property Acquisition and Realty Services
300 7th Street, S.W., Suite 201
Washington, DC 20024

- (b) No later than the close of business (5:00 PM) on the offer due date, the following documents, properly executed, must be submitted:
- (1) Solicitation For Offers (SFO) #96-035.
 - (2) GSA Form 1364, Proposal to Lease Space.
 - (3) GSA Form 1217, Lessor's Annual Cost Statement.
 - (4) Solicitation Attachments: #1-"Performance Specifications," #2-"Price Structure," #3-"Construction Schedule Task Durations," #4-"Fire Safety Inspection," and #5-" Scope of Work for Design Intent and Assignment Drawings."
 - (5) GSA Form 3517, General Clauses.
 - (6) GSA Form 3518, Representations and Certifications (rev 4/96).
 - (7) One set of scaled floor plans for each floor, on 8 1/2" x 11" pages, indicating the spaces that are initially being offered to the Government, plus any existing Government space. All architectural features of the space must be accurately shown. Lessor must include rentable and occupiable measurements, with single and multi-tenant common area factors for each floor, if applicable.
 - (8) An hourly overtime rate for overtime use of heating and cooling (see paragraph 7.3 entitled "Overtime Usage"). If the proposed rate is different from the one recommended by the GSA Energy Management Branch, Lessor may be required to submit worksheets justifying overtime energy usage and rates.
 - (9) Form entitled "Certification of Handicapped Accessibility."
 - (10) Lease Market Survey with a 3"x5" color photograph and/or other building presentation materials. Offerors are encouraged to submit any other information (i.e., a fact sheet, site plan, location map, and tax parcel map in case of multiple tax parcels for an offered building) in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances must be submitted by the Offeror within five (5) working days of this request;
 - (11) A written statement disclosing whether or not this space is being offered for any other Government space requirements. If so, also provide the names of the Government employees with whom this space is being discussed. In addition, indicate if a leasing agent or owner's representative is presenting buildings for multiple ownership groups. Parties representing multiple owners must present written acknowledgment and permission to represent other owners for the same solicitation.
 - (12) If applicable, indicate agents' disclosure and authorization from each ownership entity to offer in this solicitation and/or represent multiple building with different ownerships, which may have conflicting interests. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics and Government procurement integrity requirements.
- (c) Within ten (10) days of a written request from the Contracting Officer, Offerors must submit two (2) sets of one-eighth inch (preferred) or larger scale first generation blue line plans of the space offered.
- (1) Photostatic copies are not acceptable. All architectural features of the space must be accurately shown. If conversion or renovation of the building is planned, alterations to meet this solicitation must be indicated. If requested, more informative plans must be provided within five (5) working days.
 - (2) Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors should meet local code requirements for issuance of occupancy permits.
 - (3) GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the occupiable space. The required corridors may or may not be defined by ceiling high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the occupiable square footage for the lease award.

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- (d) See GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer should be contacted.
- (e) There will be no public Opening of Offers and all offers will be confidential until the lease has been awarded; however, the Government may release proposals outside the Government to a Government support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. Offerors who desire to maximize protection of information in their offers may apply the restriction notice to their offers as prescribed in the provision entitled "52.215-12, Restriction on Disclosure and Use of Data" (see GSA Form 3516).

1.8. PRICE STRUCTURE

ALL PRICE PROPOSAL INFORMATION MUST BE INDICATED ON SOLICITATION ATTACHMENT #2.

- (a) Each Offeror must specify on GSA Form 1364 and Solicitation Attachment #2 the floor and location of the space offered and when it is available for start of tenant buildout along with its rental rate and any concessions package.
- (b) Offerors may structure their price proposals in one of two ways:
 - (1) Offerors may submit multiple proposals of space at different prices with the intent that, should the Government make an award, the fully responsive lower-priced proposal would be awarded before the fully responsive higher-priced proposal. In such instances, a separate present value analysis will be performed, in accordance with paragraph 1.11 entitled "Price Evaluation (Present Value)," for each distinct price proposal independently of any other proposals the Offeror may submit.
 - (2) Offerors may submit a single proposal of space at a constant price per square foot or at a varied rate which includes quantity discounts for different quantities of space.
- (c) On Solicitation Attachment #2, Offerors should indicate the following for each lease term submitted:

- (1) A "base" lease rate per occupiable square foot for the Warm-Lit Shell excluding the cost of services and utilities in item (2) below.
- (2) The annual cost per occupiable square foot for the cost of services and utilities. This equals 27A of GSA Form 1217 divided by 6A of GSA Form 1364.
- (3) An annual percentage interest rate, compounded monthly, to be used by the Lessor to amortize the cost of the tenant alterations allowance over the firm term of the lease.
- (4) The annual cost to amortize the tenant alterations allowance, such allowance being \$15.00 per occupiable square foot. Such amortization is to be compounded monthly over the firm term of the lease.

Tenant alterations are the alterations within the Government demised area above the Warm-Lit Shell. Such alterations shall be described and identified in the drawings used to construct the Government demised area. Tenant alterations are subject to Solicitation Attachment #1 entitled "Performance Specifications." Refer to paragraph 3.1 entitled "Initial Tenant Alterations" for payment of such alterations.

- (5) A fully serviced lease rate per occupiable square foot as a summation of the amounts in items 1, 2, and 4 above.
- (6) A fully serviced lease rate for the option term similar to item 5 above.
- (7) The number of months of free rent being months without any payment of rent, operation expenses, or tenant alterations amortization for (a) the firm term and (b) the option term.

Free rent, if offered, must be applied to the initial period of the firm term and/or the initial period of the option term. The corresponding value of such free rent shall be evaluated in accordance with paragraph 1.11 entitled "Price Evaluation (Present Value)."

- (8) The lump sum cost per annum for:
 - (i) Each reserved parking space in the building's garage or surface parking lot.
 - (ii) Each non-reserved parking space in the building's garage or surface parking lot.

(9) OFFERORS WITH EXISTING GOVERNMENT LEASES EXPIRING PRIOR TO JULY 1, 1998:

- (i) A fully serviced SUCCEEDING lease rate per occupiable square foot for the existing Government space with the existing tenant alterations except for Lessor providing new paint and carpet, plus meeting all fire safety and handicapped minimum requirements of this solicitation.
- (ii) A fully serviced SUCCEEDING lease rate for the OPTION term.
- (iii) A fully serviced rate for the FIRST ONE YEAR EXTENSION of the present lease "As-Is."
- (iv) A fully serviced rate for the SECOND ONE YEAR EXTENSION of the present lease "As-Is."

(10) OFFERORS WITH EXISTING LEASES EXPIRING WHO WISH TO MAKE A SUPERSEDING LEASE OPTION OFFER FOR POTENTIAL EXERCISE BY THE GOVERNMENT PRIOR TO MARCH 15, 1998:

A fully serviced SUPERSEDING lease rate per occupiable square foot for the existing Government space with the existing tenant alterations except for Lessor providing new paint and carpet, plus meeting all fire safety and handicapped minimum requirements of this solicitation. Offers for superseding lease options may be evaluated by the Government any time prior to this solicitation's expiration.

1.9. WARM-LIT SHELL REQUIREMENTS

- (a) Lessors buildout obligations, at the Lessor's expense, in providing a Warm-Lit Shell includes base building, lobbies, common areas, and core areas as required in this solicitation in addition to the following:
 - (1) Handicapped Accessibility:
Complete handicapped accessibility in accordance with paragraph 4.11 entitled "Handicapped Accessibility." Does not include suite entry or interior doors specific to tenant alterations.
 - (2) Ceiling:
Complete acoustical ceiling system throughout the Government demised areas in accordance with paragraph 5.2 entitled "Ceilings and Interior Finishes," installed and coordinated with tenant alterations.
 - (3) Doors:
Exterior building doors and doors necessary to the lobbies, common areas, and core areas in accordance with paragraph 5.5 entitled "Doors: Exterior." Does not include suite entry or interior doors specific to tenant alterations. Related hardware shall be installed in accordance with paragraph 5.7 entitled "Doors: Hardware."
 - (4) Partitions:
Permanent, perimeter, and demising slab to slab partitions, including all columns, finished with paint and base in accordance with paragraphs 5.9 entitled "Partitions: General" and 5.10 entitled "Partitions: Permanent."
 - (5) Floor Covering and Perimeters:
Carpet or resilient flooring throughout the Government demised areas in accordance with paragraphs 5.12 entitled "Floor Covering and Perimeters" and 5.13 entitled "Carpet: Broadloom," installed and coordinated with tenant buildout alterations. Base on partitions in the Government demised areas, other than permanent, perimeter, demising partitions, and all columns, will be at the cost of the Government.
 - (6) Window Coverings:
Complete window coverings throughout the Government demised areas in accordance with paragraph 5.15 entitled "Window Coverings," installed and coordinated with the tenant alterations.

- (7) Plumbing:
Complete plumbing throughout the Government demised areas in accordance with paragraphs 6.1 entitled "Plumbing, Mechanical, Electrical, Communications: General" through 6.5 entitled "Janitor Closets," installed and coordinated with the tenant alterations.
 - (8) Heating and Air Conditioning:
Complete air conditioning and heating system throughout the Government demised areas in accordance with paragraph 6.6 entitled "Heating and Air Conditioning," installed and coordinated with the tenant alterations.
 - (9) Ventilation:
Complete ventilation requirements throughout the Government demised areas in accordance with paragraph 6.7 entitled "Ventilation," installed and coordinated with the tenant alterations.
 - (10) Electrical:
Complete electrical main distribution capacity throughout Government demised areas in accordance with paragraphs 6.8 entitled "Electrical: General" through 6.10 entitled "Electrical: Additional Distribution Specifications," installed and coordinated with the tenant alterations.
 - (11) Lighting:
Complete lighting necessary to meet the lighting performance specifications throughout Government demised areas in accordance with paragraph 6.12 entitled "Lighting: Interior/Exterior" and 6.13 entitled "Switches," installed and coordinated with the tenant alterations.
 - (12) Safety and Environmental Management:
Complete safety and environmental management throughout the Government demised areas in accordance with section 8.0, at the expense of the Lessor. Sprinkler heads shall be provided at a ratio of one (1) per 100 occupiable square feet of space at the Lessor's expense and coordinated with tenant alterations.
- (b) The Government reserves the right, at the Contracting Officer's discretion, to accept existing conditions and/or equivalent alternatives to the performance requirements of this solicitation in meeting the requirements of the Warm-Lit Shell.

1.10. NEGOTIATIONS

Negotiations will be conducted on behalf of the Government by the GSA Contracting Officer or other authorized representative. The GSA Contracting Officer is named on the cover of this solicitation. GSA will negotiate the rental rate for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.

1.11. PRICE EVALUATION (PRESENT VALUE) (JUN 1994)

- (a) Evaluation of Offers will be on the basis of the present value price per occupiable square foot.
- (b) The Government will perform present value price evaluation by reducing the prices per occupiable square foot to a composite net present value price per occupiable square foot price as follows:
 - (1) A separate net present value price will be determined for each distinct price proposal and lease term.
 - (i) As evaluated, lease terms correspond to five year firm terms, five year firm terms with one five year renewal option, and ten year firm terms.
 - (ii) The Government, at its sole discretion, retains the right to choose the lease term, among those offered under this solicitation, for purposes of price evaluation and lease award.
 - (2) New Government Requirements:
 - (i) If the Offeror declines operating cost escalations and annual adjustments in operating expenses will not be made, the annual fully serviced rental rate per occupiable square foot (Solicitation Attachment #2, line 5) and the fully serviced option rate (Solicitation Attachment #2, line 6) will be discounted annually at 6.9 percent for each year of the lease term, summed, and then divided by the number of years to yield a gross present value price per occupiable square foot.
 - (ii) If annual adjustments in operating expenses will be made, the "base" rental rate per occupiable square foot (Solicitation Attachment #2, line 1) plus the cost of tenant allowance amortization (Solicitation Attachment #2, line 4) and the fully serviced option rate (Solicitation Attachment #2, line 6) will be discounted annually at 6.9 percent for each year of the lease term, summed, and then divided by the

number of years to yield a base present value price per occupiable square foot. The base cost of operating expenses per occupiable square foot (Solicitation Attachment #2, line 2) will be both escalated at 2.9 percent compounded annually and discounted annually at 6.9 percent for each year of the lease term, summed, then divided by the number of years, then added to the base present value price per occupiable square foot to yield a gross present value price per occupiable square foot.

- (iii) The present value price per occupiable square foot will be established by subtracting the present value of any rent concessions offered (e.g., free rent periods) from the gross present value price per occupiable square foot as calculated in accordance with subparagraphs (i) and (ii) above.
- (3) Existing Government Requirements:
- (i) In the event that the Government competes a succeeding or superseding lease offer, the Government will first identify the offer which, if the existing Government requirement were new, would be awarded a lease in accordance with subparagraphs (1) and (2) above and section 2.0 entitled "Award Factors."
 - (ii) The Government will reduce the offer identified in subparagraph (i) above to a net present value as follows:
 - (aa) If the Offeror declines operating cost escalations and annual adjustments in operating expenses will not be made, the base lease rate (Solicitation Attachment #2, line 1) plus the base cost of operating expenses per occupiable square foot (Solicitation Attachment #2, line 2) and the fully serviced option rate (Solicitation Attachment #2, line 6) plus the base cost of operating expenses per occupiable square foot (Solicitation Attachment #2, line 2) will be discounted annually at 6.9 percent for each year of the lease term, summed, and then divided by the number of years to yield a gross present value price per occupiable square foot.
 - (bb) If annual adjustments in operating expenses will be made, the "base" rental rate per occupiable square foot (Solicitation Attachment #2, line 1) and the fully serviced option rate (Solicitation Attachment #2, line 6) will be discounted annually at 6.9 percent for each year of the lease term, summed, and then divided by the number of years to yield a base present value price per occupiable square foot. The base cost of operating expenses per occupiable square foot (Solicitation Attachment #2, line 2) will be both escalated at 2.9 percent compounded annually and discounted annually at 6.9 percent for each year of the lease term, summed, then divided by the number of years, then added to the base present value price per occupiable square foot to yield a gross present value price per occupiable square foot.
 - (cc) The Government will complete a relocation estimate for its existing space at the identified location. Such relocation estimate may include, but is not limited to, physical move estimates, telecommunication estimates, alterations estimates (i.e., that portion of the Tenant Allowance required to meet agency requirements at the new location), and the agency disruption estimates. Any estimated alterations within the Government's space above a Warm-Lit Shell which the Government amortizes will be estimated using the Offeror's annual percentage rate to amortize tenant alterations (Solicitation Attachment #2, Line 3). Any estimated unused portion of the Tenant Allowance will be evaluated as free rent. Any estimated alterations which exceed the Tenant Allowance will be evaluated as a lump-sum payment. The Government retains the right to determine that portion of the Tenant Allowance to be amortized and/or paid as a lump-sum.
 - (dd) The present value price per occupiable square foot will be established by subtracting the present value of any rent concessions offered (e.g., free rent periods) from and adding the present value of the relocation estimate (cc) to the gross present value price per occupiable square foot as calculated in accordance with subparagraphs (aa) and (bb) above.
 - (iii) The Government will reduce the succeeding or superseding offer to a net present value as follows:
 - (aa) If the Offeror declines operating cost escalations and annual adjustments in operating expenses will not be made, the fully serviced succeeding lease rate (Solicitation Attachment #2, line 9i) and the fully serviced option rate (Solicitation Attachment #2, line 9ii) OR the fully serviced superseding lease rate (Solicitation Attachment #2, line 10) will be discounted annually at 6.9 percent for each year of the lease term, summed, and then divided by the number of years to yield a gross present value price per occupiable square foot.
 - (bb) If annual adjustments in operating expenses will be made, the fully serviced succeeding lease rate (Solicitation Attachment #2, line 9i) minus the base cost of operating expenses per occupiable square foot (Solicitation Attachment #2, line 2) and the fully serviced option rate (Solicitation

Attachment #2, line 9ii) minus the base cost of operating expenses per occupiable square foot (Solicitation Attachment #2, line 2) OR the fully serviced superseding lease rate (Solicitation Attachment #2, line 10) minus the base cost of operating expenses per occupiable square foot (Solicitation Attachment #2, line 2) will be discounted annually at 6.9 percent for each year of the lease term, summed, and then divided by the number of years to yield a base present value price per occupiable square foot. The base cost of operating expenses per occupiable square foot (Solicitation Attachment #2, line 2) will be both escalated at 2.9 percent compounded annually and discounted annually at 6.9 percent for each year of the lease term, summed, then divided by the number of years, then added to the base present value price per occupiable square foot to yield a gross present value price per occupiable square foot.

- (cc) The Government will complete a continued occupancy estimate for its existing space at the existing location. Such continued occupancy estimate may include, but is not limited to, telecommunication estimates and alterations estimates (i.e., alterations required to meet current agency requirements at the existing location). Any estimated alterations within the Government's space above a Warm-Lit Shell will be evaluated as a lump-sum payment.
- (dd) The present value price per occupiable square foot will be established by subtracting the present value of any rent concessions offered (e.g., free rent periods) from and adding the present value of the continued occupancy estimate (cc) to the gross present value price per occupiable square foot as calculated in accordance with subparagraphs (aa) and (bb) above.

1.12. HISTORIC PREFERENCE, GSAR 552.270-4 (JUN 1994)

Preference will be given to Offerors of space in buildings in, or formally listed as eligible for inclusion in the National Register of Historic Places, and to historically significant buildings in historic districts listed in the National Register. Such preference will be extended to historic buildings and will result in award if:

- (1) The offer for space meets the terms and conditions of this solicitation as well as any other offer received. (It is within the discretion of the Contracting Officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this solicitation to maintain the historical integrity of the building, such as high ceiling, wooden floors, etc.) and
- (2) The rental is no more than 10 percent higher, on a total annual square foot (occupiable) cost to the Government, than the lowest otherwise acceptable offer.

1.13. HISTORIC PREFERENCE PRICE EVALUATION

Historic Preference, as described in Paragraph 1.12 entitled "Historic Preference," will be evaluated by applying a 10% discount to the present value price per occupiable square foot as determined by Paragraph 1.11 entitled "Price Evaluation (Present Value)" of each offer in the historic building.

1.14. AWARD

- (a) After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- (b) The proposed lease shall consist of:
 - (1) Standard Form 2, U.S. Government Lease for Real Property,
 - (2) GSA Form 3517, General Clauses,
 - (3) GSA Form 3518, Representations and Certifications,
 - (4) The pertinent provisions of the offer, and,
 - (5) The pertinent provisions of this solicitation.
- (c) The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the GSA Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

- (d) The tenant alterations allowance to be provided by Lessor to Government for tenant alterations shall be made available at lease execution. Final determination of the tenant alterations allowance usage and any cash payments due Lessor shall be made after completed negotiations and acceptance of work.
- (e) The Government reserves the right to make multiple awards based upon this solicitation for offers.
- (f) If the ten year average net rental per annum (total rental subtracting any concessions and operating costs including any amortized alterations cost) for the aggregate amount of square feet leased by any single user agency in a building under this solicitation exceeds \$1,740,000, the Government will require approval from the U.S. Congress.

1.15. FIRE PROTECTION, OCCUPATIONAL PROTECTION, HEALTH AND ENVIRONMENTAL SAFETY (SEP 1991)

It is GSA's policy to lease space which does not expose the occupant to undue safety and environmental risks.

Buildings in which space is offered for lease shall comply with the requirements of the GSA fire protection, occupational health, and environmental safety standards as described in this solicitation and the agency handbook numbered PBS P 5900.2C (copies are available from the Contracting Officer upon request). Equivalent protection, as required by the applicable standards, shall be approved by the Contracting Officer. Additionally, offers which include alternative fire protection features must include a written analysis by a certified fire protection engineer fully describing any exceptions taken to the fire protection requirements of this solicitation (see paragraph entitled "Alternative Fire Protection Features" for more detailed requirements). All offers must include Solicitation Attachment #4, "Fire Safety Inspection", which is to be completed by a Certified Fire Protection Engineer.

1.16. LABOR STANDARDS (AUG 1994)

If an Offeror proposes to satisfy the requirements of this Solicitation for Offers through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and where the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation clauses shall apply to work performed in preparation for occupancy and use of the building by the United States:

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation

52.222-6 Davis-Bacon Act

52.222-7 Withholding of Funds

52.222-8 Payrolls and Basic Records

52.222-9 Apprentices and Trainees

52.222-10 Compliance with Copeland Act Requirements

52.222-11 Subcontracts (Labor Standards)

52.222-12 Contract Termination-Debarment

52.222-13 Compliance with Davis-Bacon and Related Act Regulations

52.222-14 Disputes Concerning Labor Standards

52.222-15 Certification of Eligibility

2.0 AWARD FACTORS

2.1. AWARD FACTORS: GENERAL

Oral and/or written negotiations will be conducted with all Offerors. The Offerors will be provided with a reasonable opportunity to submit any cost, price, technical, or other revisions to their offers that may result from negotiations. Negotiations will be closed with submission of "Best and Final" offers.

2.2. HANDICAPPED (JUL 1994)

All Offerors received in response to the request for "Best and Final" offers will be initially evaluated to determine whether the offers fully meet the handicapped accessibility requirements for new construction of the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations Amendment D-88, 54 FR 12627, March 28, 1989). All technical requirements for handicapped accessibility in this solicitation are the same as those in Section 4.1.2 Accessible Buildings, New Construction, of UFAS. When clarification is required, UFAS shall be consulted.

ALL OFFERS MUST FULLY MEET HANDICAPPED REQUIREMENTS OF NEW CONSTRUCTION.

FULL COMPLIANCE:

"Fully meets" as used herein with respect to the handicapped requirements means the offer fully complies with the requirements stated in the following subparagraphs of paragraph 4.11 entitled "Handicapped Accessibility":

Parking and Loading Zones, Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Work Stations, Assembly Areas, and Toilet Rooms.

2.3. AWARD BASED ON PRICE (JUN 1993)

After review of "Best and Final" offers is complete, the lease(s) will be awarded to the responsible Offeror(s) whose offer(s):

- (i) Conform to the requirements of this solicitation; and,
- (ii) Has space available for Tenant Alterations and ready for occupancy consistent with Attachment No. 3; and,
- (iii) Has the required minimum square footage; and,
- (iv) Meets any other minimum requirements necessitated by agency mission(s) (e.g., delineated area, floorplate size, and security); and,
- (v) Is the lowest priced offer submitted (see SFO paragraph 1.11 entitled "Price Evaluation (Present Value)").
- (vi) In the case of a succeeding or superseding lease offer, all cost savings to the Government will be considered in making an award (e.g., net rental savings because of rent reduction).

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3.0 MISCELLANEOUS

3.1. INITIAL TENANT ALTERATIONS

Tenant alterations required by the Government for occupancy shall be performed by the Lessor as part of the lease. Tenant alterations must meet the requirements of this solicitation, Solicitation Attachment #1 entitled "Performance Specifications," and GSA Form 3517 entitled "General Clauses."

The Government, at its sole discretion, shall make all decisions as to the usage of the tenant alterations allowance. The Government reserves the right to make cash payments for any or all work performed by Lessor. Any unused tenant alteration allowance may be used, at the Government's sole discretion, for free rent or to decrease the rent according to the amortization rate indicated on Solicitation Attachment #2.

Payment will not be made by the Government in instances where the Government accepts fixtures and/or other tenant improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve fixture(s) and/or any other improvements already in place.

3.2. SUBSEQUENT TENANT ALTERATIONS

- (a) Where the total cost for any alterations exceeding \$25,000 made after the initial buildout of tenant alterations, but during the term of the lease, the Lessor may be requested by the Government to provide a price proposal for the alterations. Such proposals will be submitted within fifteen (15) working days of the Government's request. Orders will be placed by issuance of a GSA Form 276, "Supplemental Lease Agreement," a GSA Form 300, "Order for Supplies or Services," or a tenant agency approved Form. The clauses entitled "GSAR 552.232-71 Prompt Payment (April 1989)" and "GSAR 552.232-72 Invoice Requirements (Variation) (APR 1989)" apply to orders for alterations (see GSA Form 3517). All orders are subject to the terms and conditions of this lease.
- (b) Orders may be placed by the Contracting Officer or the GSA buildings manager. They may also be placed by tenant agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will verify the authority and/or limitations of such authority of tenant agency officials upon the Lessor's written request.
- (c) Payments for alterations ordered by tenant agencies will be made directly by the agency placing the order.
- (d) After award, the Government, at its sole discretion, may require the Lessor to prepare a unit price agreement for normal buildout items where the total cost for any alterations is less than \$25,000.
- (e) Awardee will be required to negotiate, in good faith, prices for the future alteration Unit Price Agreement (UPA) within four (4) to six (6) months after award. Should the awardee fail to negotiate pricing for the UPA in good faith within the time period established above, the Contracting Officer may issue a unilateral Supplemental Lease Agreement (SLA) for the UPA.
- (f) Negotiation of the UPA will include the negotiation of an annual escalation factor. The prices initially negotiated for the UPA will be in effect for one year from the date of acceptance of the UPA by the Contracting Officer. For the following year, the negotiated escalation factor will be applied to the initially negotiated costs and the resulting prices will be in effect for that year. At the end of the year, a new escalation factor will then be negotiated for the following year.
- (g) At the discretion of either the Contracting Officer or Lessor, any single UPA item may be re negotiated on a case by case basis if the rate of cost for any item (material and/or labor) greatly exceeds the escalation rate or is significantly less than the escalation rate.
- (h) Negotiation of the UPA will include negotiation of an acceleration fee, not to exceed the greater of \$300 or 10% of the cost of the alterations work, when the schedule of work is three work days or less. The acceleration fee will be used at the sole discretion of the Contracting Officer. Lessors will not be entitled to acceleration fee for merely completing alteration work in a timely manner.

3.3. TAX ADJUSTMENT, GSAR 552.270-24 (amended as follows)

- (a) The Government shall make annual lump sum payments to cover its share of increases in real estate taxes over taxes paid for the calendar year in which its lease commences (base year). The amount of payment shall be based upon the submission of proper invoice, including paid tax receipts/statements/bills, from the Lessor to the Contracting Officer. The due date for making payment shall be the 30th day after receipt of the invoice by the Contracting Officer or the 30th day after the anniversary date of the lease, whichever is later. If the invoice submitted does not meet the requirements of a proper invoice, it will be returned to the Lessor within 7 days of receipt. The Government will be responsible for payment only if the receipts are submitted within 60 calendar days of the date the tax payment is due. If no full tax assessment is made at the inception of the calendar year in which the Government lease commences, the base year will be the first year after a full assessment.
- (b) The Government's share of the tax increase will be set by the Government, at the Contracting Officer's discretion, in one of two ways:
 - (1) Occupancy Basis:
The ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building; or;
 - (2) Income Basis:
The ratio of rental income generated by the Government's space to the total rental income generated by the building.
- (c) If the Government's lease terminates before the end of a calendar year, payment will be based on the percentage of the year in which the Government occupied space. The payment will not include penalties for non-payment or delay in payment. If there is any variance between the assessed value of the Government's space and other space in the building, the Government may adjust the basis for determining its share of the tax increase.
- (d) The Government may contest the tax assessment by initiating legal proceedings on behalf of the Government and the Lessor or the Government alone. If the Government is precluded from taking legal action, the Lessor shall contest the assessment upon reasonable notice by the Government. The Government shall reimburse the Lessor for all costs and shall execute all documents required for the legal proceedings. The Lessor shall agree with the accuracy of the documents. The Government shall receive its share of any tax refund to the extent the Government previously paid a portion of the taxes so refunded. If the Government elects to contest the tax assessment, payment under paragraph (a) of this clause shall become due on the first workday of the second month following conclusion of the appeal proceedings.
- (e) In the event of any decreases in real estate taxes occurring during the term of occupancy under the lease to a rate below the base year, payment for taxes will be reduced accordingly. The amount of any such reductions will be determined in the same manner as increases provided under paragraph (a) of this clause.

3.4. GOVERNMENT'S SHARE FOR TAX ADJUSTMENTS

THE GOVERNMENT'S SHARE FOR PURPOSES OF TAX ADJUSTMENTS WILL BE ESTABLISHED AT LEASE AWARD.

The Government's share for purposes of tax adjustments is 12.71 %.

3.5. OPERATING COSTS, GSAR 552.270-23 (JUN 1985)

- (a) Beginning with the second year of the lease and each year after, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
- (b) The amount of adjustment will be determined by multiplying the base rate by the percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month which begins each successive 12-month period. For example, a lease which commences in June of 1985 would use the index published for May of 1985 and that figure would be compared with the index published for May of 1986, May of 1987, and so on, to determine the percent change. The Cost of Living Index will be measured by the U.S. Department of Labor revised Consumer Price Index for wage earners and clerical workers, U.S. City average, all items figure, (1982-84 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease. Payment of the adjusted rental rate will

become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the lease commencement date.

- (c) If the Government exercises an option to extend the lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.
- (d) In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this clause.
- (e) The offer must clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, it should be specified on the GSA Form 1364, Proposal to Lease Space, contained elsewhere in this solicitation.

3.6. OPERATING COSTS BASE (JUN 1994)

THE BASE FOR THE OPERATING COSTS ADJUSTMENT WILL BE ESTABLISHED AT LEASE AWARD BASED UPON OCCUPIABLE SQUARE FEET.

The base for the operating costs adjustment is (b) (4)

3.7. RENTABLE SPACE (JUN 1994)

Rentable space is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts.

3.8. OCCUPIABLE SPACE (JUN 1994)

- (a) Occupiable Space is that portion of rentable space that is available for a tenant's personnel, equipment, and furnishings and is the method of measurement for the area for which the Government will evaluate offers.
- (b) Occupiable Space is determined as follows:
 - (1) If the space is on a single tenancy floor, compute the inside gross area by measuring between the inside finish of the permanent exterior building walls or from the face of the convectors (pipes or other wall-hung fixtures) if the convector occupies at least 50 percent of the length of exterior walls.
 - (2) If the space is on a multiple tenancy floor, measure from the exterior building walls as above and to the room side finish of the fixed corridor and shaft walls and/or the center of tenant-separating partitions.
 - (3) In all measurements, make no deductions for columns and projections enclosing the structural elements of the building and deduct the following from the gross area including their enclosing walls:
 - (i) toilets and lounges,
 - (ii) stairwells,
 - (iii) elevators and escalator shafts,
 - (iv) building equipment and service areas,
 - (v) entrance and elevator lobbies,
 - (vi) stacks and shafts, and
 - (vii) corridors in place or required by local codes and ordinances and/or required by GSA to provide an acceptable level of safety and/or to provide access to all essential building elements. (Corridors deducted to determine occupiable space may or may not be separated by ceiling high partitions).
- (c) Unless otherwise noted, all references in this solicitation to square feet shall mean occupiable square feet.

3.9. COMMON AREA FACTOR (JUN 1994)

The Common Area Factor is a conversion factor(s) determined by the building owner and often applied by the owner to the occupiable area to determine the rentable square feet for the building.

3.10. APPURTENANT AREAS

The right to use appurtenant areas and facilities in common with other tenants, Lessor, and their employees and agents is included. The Government reserves the right to post Government rules and regulations where the Government leases space with the Lessor's approval. Such approval will not be unreasonably withheld.

3.11. LIQUIDATED DAMAGES, GSAR 552.270-22 (AUG 1992)

INITIALS	
Lessor	Gov t
NA	JB

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this clause, the sum of \$ _N/A_ for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this lease or at law.

~~LIQUIDATED DAMAGES, PURSUANT TO THIS CLAUSE, WILL BE ESTABLISHED AT LEASE AWARD.~~

3.12. VENDING FACILITIES (JUN 1994)

INITIALS	
Lessor	Gov t
NA	JB

(a) Approximately _N/A_ square feet of the occupiable space in the solicitation paragraph entitled "Amount and Type of Space" will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated and payment will be made by the Government either on a lump-sum basis or a rental increase.

(b) The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. Offeror must advise the Government if such rights exist.

~~THE SQUARE FOOTAGE USED TO SATISFY THIS CLAUSE WILL BE ESTABLISHED AT LEASE AWARD.~~

3.13. ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-25 (JUN 1994)

- (a) If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the firm term of the lease, the rental rate will be reduced.
- (b) The rate will be reduced by that portion of the costs per occupiable square foot of operating expenses not required to maintain the space. Said reduction must occur after the Government gives 30 calendar days prior notice to the Lessor, and must continue in effect until the Government occupies the premises or the lease expires or is terminated.

3.14. EVIDENCE OF CAPABILITY TO PERFORM

(a) WITHIN TEN (10) WORKING DAYS OF A WRITTEN REQUEST FROM THE CONTRACTING OFFICER, OFFERORS SHALL SUBMIT THE FOLLOWING TO THE CONTRACTING OFFICER:

- (1) Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments must be signed by an authorized bank officer and at a minimum must state: amount of loan; term in years; annual percentage rate; length of loan commitment.
- (2) The name of the proposed construction contractor, as well as evidence of his experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
- (3) The license or certification of the individual(s) and/or firm(s), providing architectural and engineering design services, to practice in the state where the facility is located.
- (4) Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
- (5) Evidence of ownership or control of site.
- (6) Other information as deemed appropriate by the Offeror or as requested by the Government.

(b) AFTER AWARD, WITHIN TEN (10) WORKING DAYS OF A WRITTEN REQUEST FROM THE CONTRACTING OFFICER, THE SUCCESSFUL OFFEROR(S)/LESSOR(S) SHALL PROVIDE TO THE CONTRACTING OFFICER EVIDENCE OF:

- (1) A firm commitment of funds in an amount sufficient to perform the work.

- (2) Award of a construction contract to perform the alterations required for Government occupancy with a firm completion date upon or prior to the completion date of tenant alterations work.
- (3) Issuance of a building permit.

3.15. CONSTRUCTION SCHEDULE OF TENANT ALTERATIONS

The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease or otherwise agreed upon in writing. The schedule shall be divided into six tasks for each phase: the Lessor's generation of the Government's Design Intent Drawings, the Government's approval of the Design Intent Drawings, the Lessor's generation of the Government's Working-Construction Drawings, the Government's review and notice to proceed of the Working-Construction Drawings, the Lessor's construction of the subject leased area, and the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below.

References to working days shall be based upon a five day work week (Monday-Friday, exclusive of Federal holidays). References to "approval" shall mean such approval granted by either GSA's Contracting Officer or some other duly authorized GSA official. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed.

(a) Design Intent Drawings:

- (i) The Lessor shall prepare and provide for the Government's approval, at Lessor's expense, Design Intent Drawings detailing the tenant improvements to be made by the Lessor within the Government demised area. The Government shall use best efforts to coordinate the provision of such information and details as required by the Lessor's architect to complete such drawings in a timely manner. "Design Intent Drawings," for the purposes of this solicitation, are defined as fully dimensioned drawings of the leased space which include enough information to prepare Construction Drawings, and shall consist of: furniture locations, basic architectural information, wall types and locations, door types and locations, telephone and data outlet types and locations, specifications necessary for calculation of electrical and HVAC loads, and all finish/color/signage selections. Design Intent Drawings shall be due from the Lessor within (see Solicitation Attachment #3) working days from award.
- (ii) The Lessor shall provide written identification of each Long Leadtime Item to the Government no later than the Lessor's due date for Design Intent Drawings unless otherwise directed in writing by the Government.
- (iii) The phrase "Long Leadtime Items" shall mean those items necessitated by initial tenant alterations requirements which require delivery times in excess of the time allocated by Solicitation Attachment #3.

(b) Review of Design Intent Drawings:

The Government retains the right to review, approve, and request modifications, if necessary, to the Lessor's Design Intent Drawings prior to the Lessor's commencement of Working-Construction Drawings. The Government's review and approval of the drawings is limited as to the drawings' conformance to the specific requirements of this solicitation and the Government's needs as they apply to the specific leased space. The Government shall perform all reviews of Design Intent Drawings within (see Solicitation Attachment #3) working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's Design Intent Drawings before approval can be granted, the Government shall state such in writing to the Lessor and the Lessor shall have five (5) working days to cure all noted defects before returning the Design Intent Drawings to the Government for a subsequent review. Upon approval of the Design Intent Drawings, the Lessor shall commence Working-Construction Drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the tenant alterations and associated work as shown on the Design Intent Drawings. This budget proposal shall be completed within ten (10) working days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

(c) Working-Construction Drawings:

The Lessor shall prepare, at its expense, final Working-Construction Drawings for the improvements illustrated on the Government approved Design Intent Drawings. The Working-Construction Drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government's leased space. Working-Construction Drawings should also be annotated with all applicable specifications. The resulting product should reflect requirements which are substantially the same as that specified by the Government approved Design Intent Drawings, and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's Working-Construction Drawings shall be due to the Government within (see Solicitation Attachment #3) working days of the Government's approval of the Design Intent Drawings. Drawings shall clearly identify tenant improvements already in place and the work to be done by Lessor or others. The Government may also require, at the time of submission of Working-Construction Drawings,

that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government which are beyond the scope of the Government's program of requirements, lease, and its attachments. Any work shown on the drawings which is Warm-Lit Shell shall be clearly identified as such.

(d) Review of Working-Construction Drawings:

The Government retains the right to review and request modifications, if necessary, to the Lessor's Working-Construction Drawings prior to the Lessor's commencement of interior construction. The Government's review of the drawings is limited to the drawings' conformance to the specific requirements of this solicitation and to the approved Design Intent Drawings. The Government shall perform all reviews of working drawings within (see Solicitation Attachment #3) working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's working drawings before notice to proceed is issued, the Government shall state such in writing to the Lessor and the Lessor shall have five (5) working days to cure all noted defects before returning the Working-Construction Drawings to the Government for a subsequent review. Upon complete Government review for conformance of the Working-Construction Drawings to the Design Intent Drawings, a Notice To Proceed (NTP) shall be transmitted to the Lessor and the Lessor shall obtain the necessary permits and commence construction of the space. Notwithstanding the Government's review of the Working-Construction Drawings, the Lessor is solely responsible and liable for the technical accuracy of the Working-Construction Drawings in meeting all requirements and provisions of this solicitation.

(e) Construction of Tenant Alterations:

The Lessor shall construct all tenant alterations in accordance with both the Government-reviewed Working-Construction Drawings and all terms and conditions of the Government's program of requirements, lease, and its attachments. The Lessor shall complete tenant alterations within (see Solicitation Attachment #3) working days of receiving the Notice To Proceed from the Government. The Lessor shall furnish a detailed construction schedule to the Government within five (5) days of issuance of the Notice To Proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the completion of interior construction for the purposes of performing inspections or installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with and disruption to other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with respect to this project.

(f) Acceptance of Space:

Prior to the completion of interior construction, the Lessor shall issue written Notice To Inspect (NTI) to the Government. The Government shall have (see Solicitation Attachment #3) working days to inspect and to either accept or reject the subject space.

- (i) Space deemed Substantially Complete by the Government will be accepted by the Government subject to the completion of minor punch list items.
- (ii) Space which is not deemed substantially complete by the Government will not be accepted by the Government.
- (iii) The phrase "Substantially Complete" shall mean that the tenant improvements, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease shall have been completed or obtained, including all local Government reviews and approvals, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use, or enjoyment.
- (iv) Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action, and when ready shall issue a subsequent notice to inspect to the Government.
- (v) Before the Government will accept space, the Lessor must provide to the Contracting Officer evidence of the issuance of a building permit incorporating the construction of required improvements and a copy of the certificate of occupancy.

- (g) Delay:
Should either the Government or the Lessor fail to discharge their responsibilities as defined herein within the time allocated under this construction schedule, such shall constitute "Delay". Delay caused by either party may be offset by the early completion of that party's other responsibilities within the schedule. The absolute value of the number of days of one party's delay minus the number of days of the remaining party's delay shall equal the total number of days of delay for a given phase. Delay shall be attributable to the party having caused the greatest number of days of delay and shall be termed either "Government Delay" or "Lessor Delay" as appropriate.
- (h) Rent Commencement:
The rent commencement date shall be the date of space acceptance made by the Government. However, if Government Delay occurs, then the rent commencement date shall be the same number of days earlier than the acceptance date as the number of days of delay. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in Solicitation Attachment #3. Each day of Lessor Delay will increase the amount of free rent after space acceptance by the Government on a day for day basis.
- (i) Lease Commencement:
The lease commencement date shall be the same day as the rent commencement date defined above. The Government shall issue a Supplemental Lease Agreement establishing the lease commencement date after the acceptance of all space.

3.16. PROGRESS REPORTS

At the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of five (5) working days. The reports shall include the current status of the project schedule, the percentage of work completed by phase and trade, a statement of expected completion and occupancy date (with details for each phase of construction), changes introduced into the work, and general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion the Lessor shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government's leased space. Such meetings shall be held at a location to be designated by the Government.

3.17. CONSTRUCTION INSPECTIONS

- (a) Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the solicitation requirements and the final working drawings.
- (b) Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives, but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor will remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this solicitation.

3.18. MISCELLANEOUS LABOR CLAUSES (AUG 1994)

1. 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (MAR 1986)
- (a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.
- (c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause

to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) *Payrolls and basic records.*

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

2. 52.222-6 DAVIS-BACON ACT (NOV 1992)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (1) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

- (i) Except with respect to helpers, as defined in Section 22.401 of the Federal Acquisition Regulation, the work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (iv) With respect to helpers, such a classification prevails in the area in which the work is performed.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
3. 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)
The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
4. 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)
(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—
- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.
- (4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

5. 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

- (a) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage

determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (b) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
6. 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
7. 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)
(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination—Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility*, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.
- (b) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.
- (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.
8. 52.222-12 CONTRACT TERMINATION—DEBARMENT (FEB 1988)
A breach of the contract clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act—Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility* may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.
9. 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

10. 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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4.0 GENERAL ARCHITECTURAL

4.1. QUALITY AND APPEARANCE OF BUILDING EXTERIOR

The space offered should be located in a new or modern office building with facade of stone, marble, brick, stainless steel, aluminum or other permanent materials in good condition acceptable to the Contracting Officer. The building should be compatible with its surroundings. Overall the building should project a professional and aesthetically pleasing appearance including an attractive front and entrance way. The building should have energy efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim and window casing are to be clean and in good condition. If not in a new or modern office building, the space offered should be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer must be submitted as part of the offer.

4.2. WORK PERFORMANCE

All work in performance of this lease must be done by skilled workers or mechanics and be acceptable to the Contracting Officer.

4.3. BUILDING SYSTEMS CERTIFICATION

Whenever requested, the Lessor shall furnish at no cost to GSA a certification by a registered professional engineer(s) that the building and its systems as designed and constructed will satisfy the requirements of this lease.

4.4. SPACE EFFICIENCY

The design of the space offered must be conducive to efficient layout and good utilization.

4.5. FLOOR PLANS AFTER OCCUPANCY of the expansion space

Within 40 working days after occupancy, two sets of 1/8-inch as-built mylar reproducible full floor plans showing the space under lease as well as corridors, stairways, and core areas must be provided to the Contracting Officer. **Lessor shall provide as-built mylar floor plans of the existing space as soon as practicable after completion of alterations.**

4.6. CAD FLOOR PLANS (SEP 1991) for the expansion space



A computer-aided design diskette(s) with files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, must be provided to the Contracting Officer along with the mylar drawings required above. The diskette shall be formatted in the latest release of AutoCAD. It shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The digital data shall be delivered on 3 1/2 inch or 5 1/4 inch, double sided, double or high density diskette. A demonstration of the diskette may be requested by the Contracting Officer on GSA equipment using the Lessor's operator. **Lessor shall also provide a CAD diskette containing an outline of the floor plan for the 6th and 7th floors.**



4.7. FLOORS AND FLOOR LOAD (JUN 1994)

All adjoining floor areas must be of a common level, non-slip, and acceptable to the Contracting Officer. Underfloor surfaces must be smooth and level. Office areas shall have a minimum live load capacity of 80 pounds per occupiable square foot plus 20 pounds per occupiable square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per occupiable square foot including moveable partitions. Written certification of the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

4.8. EXITS AND ACCESS (SEP 1991)

- (a) Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.
- (b) All exits, stairs, corridors, aisles, and passageways that may be used by the Government shall comply with NFPA standard no. 101, except that there must be at least 2 separate exits available from every floor. The minimum width of any corridor or passageway serving as a required exit or means of travel to or from a required exit must be not less than 44 inches clear width. Scissors stairs count as only one exit. The two most remote exits on each floor must be separated by a distance equal to at least: 1/4 (Virginia or District of Columbia in sprinklered buildings); 1/3 (Maryland in sprinklered buildings); or 1/2 (all jurisdictions in unsprinklered buildings) the long rectangular dimension of the floor, and the maximum length of dead-end corridors and common paths of travel is 20 feet (District of Columbia); or 50 feet (Maryland and Virginia).

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4.9. WINDOWS: GENERAL

Office space must have windows in each exterior bay. Specific exceptions may be granted by the Contracting Officer. All windows shall be weather-tight. Air infiltration in exterior glazing systems must be no greater than .20 cfm/linear foot of sash perimeter, per ASTM E 263, at a static pressure of 6.24 psf. Windows shall have a fixed sash. If the windows must be opened for cleaning or maintenance, then the window hardware must be of a type that cannot be operated by the occupant. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device. Locks on windows or doors leading to fire escapes shall be a type that can easily be opened from within the building without any special knowledge or effort. Windows extending 18 inches or less from the finished floor and located at least 4 feet above grade shall utilize tempered glass and/or be provided with a safety bar on the interior window approximately 3 feet above floor level.

4.10. WINDOWS: ANTI-INTRUSION

Off-street, ground level windows, windows accessible from fire-escapes or adjacent roofs must have exterior grilles or anti-intrusion alarm systems to deter forcible entry.

4.11. HANDICAPPED ACCESSIBILITY (JUL 1994)

(a) PARKING AND LOADING ZONES:

- (1) If parking is provided for employees or visitors or both, then level accessible spaces shall be provided and designated in the parking area(s) nearest an accessible entrance on an accessible route in conformance with the following table:

TOTAL SPACE IN LOT(S)	MINIMUM NUMBER OF ACCESSIBLE SPACES
1 - 25	1
26 - 50	2
51 - 75	3
76 - 100	4
101 - 150	5
151 - 200	6
201 - 300	7
301 - 400	8
401 - 500	9
501 - 1000	2% of total
> 1000	20 plus 1 for each 100 over 1000

- (2) Accessible spaces shall be at least 8 feet wide with a 5-foot-wide access aisle to walks and ramps. Two spaces may share a common aisle. These spaces should be designed so the disabled are not compelled to wheel or walk behind parked cars. Where passenger loading zones exist, an access aisle at least 5 feet wide and 20 feet long adjacent and parallel to the vehicle pull-up space shall be provided on an accessible route. Accessible spaces shall be designated as reserved for the disabled by a sign with the symbol of accessibility. Such sign shall not be obscured by a vehicle parked in the space.

(b) ROUTE:

- (1) At least one accessible route having no steps or abrupt changes in level shall connect with all accessible elements, spaces, buildings, and courses of passage. The minimum clear width of an accessible route shall be 36 inches. If an accessible route is less than 60 inches in width then it shall have level passing zones, spaced at no more than 200 feet apart, measuring a minimum of 60 inches by 60 inches.
- (2) Floor surfaces and carpet shall be stable, secure, firm and slip resistant. Changes in level up to ¼ inch may be vertical and without edge treatment. Level changes between ¼ inch and ½ inch shall be beveled with a slope no greater than 1:2. Changes exceeding ½ inch shall be treated as a ramp. Gratings in a route

surface shall have spaces no wider than ½ inch in one direction and shall be placed so that the long dimension of openings is perpendicular to the dominant direction of travel.

- (3) Objects projecting from walls with their leading edges between 27 and 80 inches above the finished floor shall protrude no more than 4 inches into an accessible route. Freestanding objects mounted on posts or pylons may overhang 12 inches maximum from 27 to 80 inches above the ground or the finished floor. Objects mounted with their leading edges at or below 27 inches above the finished floor may protrude any distance. However, no protruding objects shall reduce the clear width of an accessible route or maneuvering space. If vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches, a barrier to warn blind or visually impaired persons shall be provided.
- (4) Mechanical rooms and spaces which are not normally frequented by the public or occupants and are not part of an accessible or emergency route are excepted and need not be accessible.

(c) ENTRANCE AND EGRESS:

At least one principal entrance at each grade floor level shall be accessible. When existing entrances normally serve any of the following functions, then at least one of the entrances serving each function shall be accessible: transportation facilities, passenger loading zones, accessible parking facilities, taxi stands, public streets and sidewalks or accessible interior vertical access. An accessible entrance shall be part of an accessible route and shall include an accessible door. A service entrance shall not be the sole accessible entrance unless it is the only entrance. Accessible entrances shall be identified by the international symbol of accessibility. The signs shall be located so that handicapped individuals approaching the building will be directed to the accessible entrance. All applicable specifications for entrance shall apply to egress.

(d) RAMPS:

Any part of an accessible route with a slope greater than 1 foot rise in 20 feet shall be considered a ramp. Where ramps are necessary, they shall have a non-slip surface with a slope no greater than 1 foot rise in 12 feet. Ramps must have a minimum clear width of 3 feet with level landings at the top and bottom of each ramp run. Each landing shall be at least 5 feet in length and as wide as any ramp run leading into it. The maximum rise for any run shall be 30 inches. Intermediate landings for turning ramps shall measure a minimum of 5 feet by 5 feet. Handrails complying with "Handrails" shall be provided on both sides of all ramps with a vertical rise greater than 6 inches. Ramps with drop-offs shall have curbs (minimum 2 inches high), walls, railings or projecting surfaces. Curb ramps shall be provided wherever an accessible route crosses a curb. Curb ramps shall not interfere with walks or vehicular traffic. The maximum slope of a curb ramp shall be a 1 inch rise per 12-inch run. The maximum length of a curb ramp shall be 6 feet with a minimum width of 36 inches, exclusive of flared sides. If no other alternative is feasible, accessible platform lifts may be used in lieu of a ramp or elevator. Lifts shall have accessible controls and clearances, shall comply with applicable safety regulations, and should facilitate unassisted entry and exit.

(e) STAIRS:

- (1) If floors are serviced by an accessible elevator, then stairs connecting these floors need not meet the accessibility requirements in "Stairs" and "Handrails."
- (2) All steps on a single flight of stairs shall have uniform riser heights and uniform tread widths. Open riser stairs are not permitted. Risers shall be sloped or the underside of the nosing shall have an angle of not less than 60 degrees from the horizontal.
- (3) Stair treads shall not have abrupt nosings and shall be no less than 11 inches wide, measured from riser to riser. The radius of curvature at the leading edge of the tread shall be no greater than ½ inch. The maximum nosing projection shall be no greater than 1½ inch.
- (4) Tactile warning indicators shall not be used to identify exit stairs.

(f) HANDRAILS:

Handrails shall be provided on both sides of stairs and ramps. Handrails shall be continuous and extend a minimum of 12 inches beyond the top riser and 12 inches plus the width of one tread beyond the bottom riser. At the top, the 12-inch extension shall be parallel with the floor. At the bottom, the handrail shall continue to slope for a distance of one tread width from the bottom riser with the 12-inch remainder being horizontal and parallel with the floor. The inside handrail on switchback, dogleg stairs or ramps shall always be continuous. Handrails shall not present a hazard and shall be either rounded or returned smoothly to the floor, wall, or post. All handrails and adjacent surfaces shall be free of any sharp or abrasive elements. Clear space between handrails and the wall shall be 1½ inches. Gripping surfaces shall be uninterrupted and mounted between 30 and 34 inches above stair nosings. The diameter or width of the gripping surfaces of a handrail shall be 1¼ inches to 1½ inches, or the shape shall provide an equivalent gripping surface. Handrails shall not rotate within their fittings.

(g) DOORS:

- (1) At least one accessible door or opening shall serve each accessible entrance, space, route, egress, and emergency place of refuge. Revolving doors or turnstiles shall not be the only means of passage along an accessible route. Gates shall meet all applicable specifications for doors.
- (2) Doorways shall have a minimum clear opening of 32 inches with the door open 90 degrees, unless a wider clearance is specified within "Architectural Finishes." If doorways have two independently operated door leaves, then at least one leaf shall provide a minimum clear opening of 32 inches. Doors not requiring full user passage, such as shallow closets, may have a minimum clear opening of 20 inches. Doors in a series shall swing either in the same direction or away from the space between the doors. The minimum space between hinged or pivoted doors in a series shall be 48 inches plus the width of any door swinging into the space.
- (3) Raised thresholds at doors shall be beveled with a slope no greater than 1:2 and shall not exceed $\frac{3}{4}$ inch in height for exterior sliding doors or $\frac{1}{2}$ inch for other doors. Operating hardware on accessible doors shall be mounted no higher than 48 inches above the finished floor and shall have a grip and operation which facilitates use with one hand without tight grasping, tight pinching, or twisting of the wrist. Doors leading to areas which are potentially dangerous for blind individuals shall have textured warning handles or handle covers. If a door has an automatic closer, then the sweep period shall be adjusted so that from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch. Fire doors shall have the minimum opening force allowable by the appropriate administrative authority. All other interior doors shall have a maximum opening force of 5 foot-pounds. If power-operated doors are provided, they shall comply with ANSI A156.10-1979.
- (4) Clearances shall be provided at doors that are not automatic or power assisted and shall comply as required below.

SWING DOOR MANEUVERING CLEARANCES:

- (i) Where the approach faces the door, the maneuvering clearance shall extend a minimum of 5 feet from the swing side of the door, 4 feet from the opposite side and a minimum of $1\frac{1}{2}$ feet past the latch side (pull side) and, for doors with automatic closers, a minimum of 1 foot past the latch side (push side) of the door.
- (ii) Where the approach is from the hinge side of the door, the maneuvering clearance shall extend a minimum of 5 feet from the swing side of the door when the clearance past the latch (pull side) extends to a minimum of 3 feet, $4\frac{1}{2}$ feet from the swing side of the door when the clearance past the latch (pull side) extends to a minimum of $3\frac{1}{2}$ feet, 4 feet from the opposite side and a minimum of 2 feet past the hinged side (push side).
- (iii) Where the approach is from the latch side of the door, the maneuvering clearance shall extend a minimum of $4\frac{1}{2}$ feet from the swing side of the door, 4 feet from the opposite side and a minimum of 2 feet past the latch side (push and pull sides).
- (iv) where automatic door closers are not used and the approach is from the side, the above minimum maneuvering clearances are reduced by $\frac{1}{2}$ foot from either face of the door except on the pull side on a latch side approach.

SLIDING AND FOLDING DOOR MANEUVERING CLEARANCES:

- (i) Where the approach faces the door, the maneuvering clearance shall extend a minimum of 4 feet from the face of the door and have width at least as wide as the door.
- (ii) Where the approach is from the slide side of the door, the maneuvering clearance shall extend a minimum of $3\frac{1}{2}$ feet from the face of the door and $4\frac{1}{2}$ feet from the latch.
- (iii) Where the approach is from the latch side of the door, the maneuvering clearance shall extend a minimum of $3\frac{1}{2}$ feet from the face of the door and 2 feet from the latch.

(h) ELEVATORS:

One accessible passenger elevator complying with American National Standards Institute Handbook (ANSI A117.1-1986) and Section 4.10 Of UFAS, entitled "Elevators," shall serve each level in all multistory buildings and facilities. If more than one passenger elevator is provided, then each elevator shall be equally accessible. All elevator control buttons shall be at least $\frac{3}{4}$ inch in their smallest dimension and shall be raised or flush. Additional specifications for elevators are located in the "Elevators" paragraph of the "Mechanical, Electrical, Plumbing" section of this solicitation and in the "Controls" paragraph below.

(i) TELEPHONES:

If public telephones are provided, then at least one unit per floor and at least one unit per bank of adjacent units shall provide accessible operation and comply with "Controls." Accessible telephones shall have push-button controls where available. The handset on an accessible telephone shall be equipped with a cord at least 29 inches long and a receiver that generates a magnetic field in the area of the receiver cap. At least one accessible public telephone shall be equipped with a volume control and clearly identified as such. Telephone books shall also be accessible.

(j) CONTROLS:

- (1) Accessible controls and operating mechanisms are required in accessible spaces, along accessible routes, or as parts of accessible elements. Accessible controls shall have clear approach areas at least 30 inches wide by 48 inches long that allow either forward or parallel approach by a wheelchair. Accessible controls shall be between 15 inches and 48 inches in height for a forward approach or between 9 inches and 54 inches for a parallel approach. Accessible controls and operating mechanisms shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls shall be no greater than 5 foot-pounds.
- (2) Standard wall-mounted electrical and communications system outlets shall be at least 15 inches above the floor.
- (3) Elevator hall and lobby call buttons shall be centered at 42 inches above the floor and interior buttons shall comply with the above height restrictions. The highest part of a two-way communication system inside an elevator cab cannot exceed 48 inches from the floor.


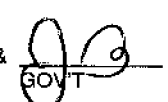
(k) SIGNAGE:

- (1) The following elements and spaces of facilities which are accessible to handicapped persons shall be identified with the international symbol of accessibility:
 - (i) parking spaces designated as reserved for physically handicapped people;
 - (ii) passenger loading zones;
 - (iii) accessible entrances, and
 - (iv) accessible toilet and bathing facilities.
- (2) Permanent signage for elements, spaces and rooms of accessible facilities shall also comply with the following:
 - (i) Letters and numbers shall have a width-to-height ratio between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10. They shall also be raised 1/32 inch minimum and shall be sans serif characters.
 - (ii) Raised characters and symbols shall contrast with their background and shall be between 5/8 inch and 2 inches high, and shall have a stroke width of at least 1/4 inch. Symbols or pictographs shall be raised 1/32 inch minimum.
 - (iii) Interior signs shall be mounted on the latch side of doors at a height of 54 to 66 inches.

(l) ALARMS:

In all new construction, and in existing buildings where the fire alarm system is being replaced or installed, the fire alarm system is required to have the following:

- (1) (Noncoded) audible and visible alarm devices in accordance with the National Fire Protection Association (NFPA) Standard No. 72G
- or
- (2) (Noncoded) audible and visible alarm devices in accordance with association (NFPA) Standard No. 72G and an equivalent specialized warning system for the hearing impaired. When utilizing visible alarm devices, the indirect primary signaling method is recommended to be used. Also, notification characteristics of the audible and visual alarm devices shall be in accordance with NFPA 72G.


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(m) **DRINKING FOUNTAINS:**

The Lessor shall provide a minimum of one chilled drinking fountain within every 150 feet of travel distance on each floor of office space. Approximately 50 percent or at least 1 (whichever is greater) of the water fountains on each floor must be accessible to the handicapped. Accessible fountains shall have spouts and hand-operated controls which are front-mounted and no higher than 36 inches above the finished floor. The spout shall provide water flowing at least 4 inches high in a trajectory parallel or nearly parallel to the front of the unit. Accessible fountains shall meet the "Handicapped Accessibility" subparagraph entitled "Controls." Accessible wall and post mounted units shall have a clear knee space between the bottom of the apron and the floor at least 27 inches high, 30 inches wide, and 17 to 19 inches deep. Units shall have a minimum clear space of 30 inches by 48 inches to allow forward wheelchair approach. Units not having free space under them shall have a clear floor space of 30 inches by 48 inches to allow a side approach from a person in a wheelchair.

(n) **STORAGE FACILITIES:**

If storage facilities such as cabinets, shelves, or closets are provided in accessible spaces, at least one of each type shall have the following specifications. A clear floor space at least 30 inches by 48 inches shall be provided that allows either a forward or parallel approach by a person in a wheel chair. Hardware shall be installed in accordance with the controls paragraph. Accessible storage spaces shall have a reach range no lower than 9 inches from the floor and no higher than 54 inches from the floor.

(o) **ASSEMBLY AREAS:**

(1) If places of assembly are provided in accessible areas, they shall comply with the following table:

CAPACITY OF SEATING AND ASSEMBLY AREAS	NUMBER OF REQUIRED WHEELCHAIR LOCATIONS
< than 50	1
50 - 75	3
76 - 100	4
101 - 150	5
151 - 200	6
201 - 300	7
301 - 400	8
401 - 500	9
501 - 1000	2% of total
> 1000	20 plus 1 for each 100 over 1000

(2) Assembly areas with audio amplification equipment shall have a listening system for a reasonable number of people, but no fewer than two, with a severe hearing loss. A clear, level floor space of 60 inches by 66 inches for side access seating or 48 inches by 66 inches for forward/rear access seating shall be provided.

(p) **SEATING AND WORK SURFACES:**

If built in seating or work surfaces are provided in accessible areas, then 5 percent or at least one of each type shall be made accessible. Tops of work surfaces shall be 28 inches to 34 inches from the floor. Knee spaces shall be at least 27 inches high, 30 inches wide, and 19 inches deep.

(q) **TOILET ROOMS:**

(1) Accessible toilet rooms shall be on accessible routes, have accessible doors, and have unobstructed maneuvering clearances at least 5 feet in diameter which may overlap the clear space required by other accessible features. At least one standard accessible toilet stall with the following features and clearances shall be provided in each accessible toilet room:

(i) Accessible toilet rooms shall be identified with the international symbol of accessibility, located on the latch side of the door at a height of 55 inches minimum and 66 inches maximum.

- (ii) A stall shall have a clear floor area with dimensions at least 60 inches wide and 56 inches deep for wall mounted closets or 59 inches deep for floor mounted closets.
 - (iii) A stall door shall be located in the corner opposite the toilet and shall not swing over the stall's minimum clear floor area.
 - (iv) The top center of the toilet seat shall be located 17 to 19 inches above the floor and 18 inches from a side stall wall. Seats shall not be sprung to return to a lifted position.
 - (v) Two sturdy grab bars with a minimum diameter of 1¼ to 1½ inches shall be mounted 1½ inches from the wall and parallel to the floor at a height of 33 to 36 inches. One bar shall be at least 3 feet long, run above the toilet, and begin at a maximum of 6 inches from the corner adjacent to the toilet. The second bar shall begin at a maximum of 12 inches from the corner adjacent to the toilet and run to a point at least 54 inches from the rear wall. Bars shall be unobstructed and free of sharp or abrasive edges.
 - (vi) Toilet paper dispensers having an unrestricted paper flow shall be located within reach and at least 19 inches above the floor.
 - (vii) Flush controls shall be automatic or hand operated and mounted on the wide side of toilet areas no more than 44 inches above the floor.
- (2) In instances of initial alterations work where provisions for a standard accessible stall are structurally impracticable or where plumbing code requirements prevent combining existing stalls to provide space, an alternate stall may be provided. Alternate stalls shall have the following minimum substitute features and clearances:
- (i) A clear floor area shall have dimensions at least 36 inches wide and 66 inches deep for wall mounted closets or 69 inches deep for floor mounted closets. Bars shall be mounted on each side, begin at a maximum of 12 inches from the rear wall, and run to a point at least 54 inches from the rear wall.
 - or
 - (ii) A clear floor area shall have dimensions at least 48 inches wide and 66 inches deep for wall mounted closets or 69 inches deep for floor mounted closets. One bar shall be at least 3 feet long, run above the toilet, and begin at a maximum of 6 inches from the corner adjacent to the toilet. The second bar shall begin at a maximum of 12 inches from the corner adjacent to the toilet and run to a point at least 54 inches from the rear wall.
- (3) Where urinals are provided, at least one shall be accessible. Accessible urinals shall be stall-type or wall-hung with an elongated rim at a maximum of 17 inches above the floor, shall have automatic or hand operated flush controls no more than 44 inches above the floor, and shall have a clear floor space 30 inches by 48 inches for forward approach. Privacy shields that do not extend beyond the front edge of the urinal rim may be provided with 29 inches clearance between them.
- (4) Where lavatories, mirrors, controls, dispensers, receptacles, or other equipment is provided, at least one of each shall be accessible to the handicapped. Accessible mirrors shall be mounted with the bottom edge of the reflecting surface no higher than 40 inches from the floor. Accessible lavatories shall be mounted with the rim or counter surface no higher than 34 inches and the lower front edge at least 29 inches above the finished floor. Accessible lavatories shall have a knee clearance at least 8 inches deep and 27 inches high, a toe clearance at least 9 inches high, and a clear forward approach at least 30 inches wide and 48 inches deep which extends 17 to 19 inches underneath the lavatory. Accessible lavatories shall have accessible faucet controls. Self-closing faucet valves must remain open at least 10 seconds. In the area beneath all lavatories, there shall be no sharp or abrasive surfaces. Hot water and drain pipes shall be insulated or covered and protrude no more than 6 inches from the wall.

4.12. LANDSCAPING (OCT 1996)

Where topographical conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions. The Contracting Officer shall approve the landscaping to be provided.

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5.0 ARCHITECTURAL FINISHES

5.1. LAYOUT AND FINISHES

Samples of the building's common area finishes (elevator lobbies, common corridors, rest rooms, etc.) May be required by the Government as a component of the Lessor's offer. If changes to the selection are required, the Lessor shall notify the Government as soon as possible and, if approved by the Contracting Officer, shall modify their submission accordingly. Additionally, Lessor is required to submit samples (five sets) of all finishes to be used the Government demised area on a coordinated finish board.

5.2. CEILINGS AND INTERIOR FINISHES (SEP 1991)

- (a) Ceiling must be complete acoustical ceiling system new or like new in appearance and be at least 8'0" and no more than 11'0" clear from floor to the lowest obstruction. With the exception of service areas, they must have acoustical treatment per Solicitation Attachment #1 entitled "Performance Specifications," be acceptable to the Contracting Officer, a flame spread of 25 or less, and a smoke development rating of 50 or less (ASTM E-84). Protrusions of fixtures into traffic ways shall not be acceptable. See also paragraph 5.14 entitled "Acoustical Requirements." The Lessor shall bear the expense for the ceilings in the core areas, lobbies, and Government demised areas.
- (b) Should the ceiling be installed in the Government demised area prior to the tenant alterations, the Lessor shall be responsible for all costs in regards to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the tenant alterations. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- (c) In buildings protected throughout by a sprinkler system meeting the Government's approval, ceilings and interior finishes in areas not part of the normal exit may have flame spread and smoke development limits of 200, in lieu of 25 for flame spread and 50 for smoke development (ASTM E-84). In sprinkler protected exits or enclosed corridors leading to exits, ceilings and interior finishes may be composed of materials having a flame spread rating of 75 or less and a smoke development rating of 100 or less in lieu of 25 for flame spread and 50 for smoke development (ASTM E-84).

5.3. PAINTING

Prior to occupancy, all surfaces designated by the Government for painting must be newly finished with one (1) coat of primer and one (1) coat of eggshell or semi-gloss paint in colors acceptable to the Contracting Officer. The Lessor shall bear the expense for all painting associated with the Warm-Lit Shell. These areas shall include, but are not limited to, all permanent, perimeter, and demising partitions (including all columns). If any Warm-Lit Shell areas are already painted prior to tenant alterations, the Lessor must repaint, at Lessor's expense, as necessary during tenant alterations. All painted surfaces, including any partitioning installed by the Government or Lessor after Government occupancy, must be repainted after working hours at least every five (5) years at the Lessor's expense. Public areas must be painted at least every three (3) years at the Lessor's expense. This includes the moving and return of any conventional Government furnishings and equipment at the Lessor's expense. Conventional Government furnishings and equipment do not include electrified systems furniture and computer/telecommunications equipment.

5.4. DOORS: SUITE ENTRY

Suite entry doors will be provided as part of the tenant alterations, at the Government's expense, and must have a minimum opening of 36 inches by 84 inches per leaf. They shall be the Lessor's standard suite entry door and shall meet the requirements of being a flush, solid core, 1.75 inches thick, wood door with a natural wood veneer face or equivalent finish as approved by the Contracting Officer. They shall be operable by a single effort and must be in accordance with national building code requirements. Doors shall be installed in a metal frame assembly primed and finished with a semi-gloss oil based paint finish.

5.5. DOORS: EXTERIOR

Exterior doors are to be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Such doors must have a minimum opening of 36 inches by 80 inches per leaf. As a minimum requirement, exterior doors shall be fully insulated, flush, 16 gauge hollow metal, at least 1.75 inches thick. However, the principle lobby and public building entrance shall have doors of tempered glass with aluminum and/or steel framing and supports. They shall be of durable finish and of aesthetically pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations must conform to the governing building, fire safety, handicapped accessibility, energy codes, and other requirements. Exterior doors shall be weather-tight, equipped with automatic door closures, and open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.

5.6. DOORS: INTERIOR

Doors must have a minimum opening of 36 inches by 80 inches and shall be provided at the Government's expense as part of the tenant alterations. Doors must be flush, solid core, 1.75 inches thick, wood doors with natural wood veneer faces or equivalent as approved by the Contracting Officer. They shall be operable by a single effort and must be in accordance with national building code requirements. Doors shall be installed in a metal frame assembly primed and finished with a semi-gloss oil based paint finish.

5.7. DOORS: HARDWARE

All doors must have heavy duty hardware, silencers, and stops. Exterior doors must be equipped with kick plates and pull bars or handles. Exterior and suite entry doors shall have concealed or slim line automatic door closures with door checks. If electronic lock sets are not used, exterior and suite entry doors must be equipped with a 5-pin, tumbler cylinder for the lock set and dead bolt. All locks must be master-keyed. The Government must be furnished at least two master keys and two keys for all lock types. Interior doors shall have cylindrical heavy duty passage sets unless otherwise specified by the Government. Hardware for doors in the means of egress shall conform to NFPA standard No. 101. Any of the above requirements may be waived by the Contracting Officer, if appropriate.

5.8. DOORS: IDENTIFICATION

Door identification shall be installed in approved locations adjacent to all office entrances. All office suites and private offices within suites shall be provided door identification. The form of door identification must be approved by the Contracting Officer. All door identification within the leased space shall be at the Government's expense. All suite entry door identification shall be at the Lessor's expense.

5.9. PARTITIONS: GENERAL

Partitions and dividers must be provided as outlined below. Partitioning requirements may be met with existing partitions, per paragraph 3.1 entitled "Initial Tenant Alterations," if they meet the Government's standards and layout requirements. Partitions in public areas must be marble, granite, hardwood, or sheetrock covered with durable vinyl wall covering or other equivalent finish acceptable to the Contracting Officer.

5.10. PARTITIONS: PERMANENT

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They must be provided by the Lessor at the Lessor's expense as necessary to surround the Government demised area, stairs, corridors, elevators shafts, toilet rooms, all columns, and janitor closets regardless of partial or full floor Government occupancy. They must be provided by the Lessor at the Government's expense at other areas as indicated on the Government's Design Intent Drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and have the fire resistance required by NFPA No. 101.

5.11. PARTITIONS: SUBDIVIDING (JUN 1994)

- (a) Office subdividing partitions shall comply with the Uniform Building Code (UBC), local codes, Solicitation Attachment #1 entitled "Performance Specifications," and will be provided at the expense of the Government. Partitioning must be designed to provide a Sound Transmission Class (STC) of 40. They must extend from the finished floor to the finished ceiling and have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
- (b) Partitions may be pre-finished or taped and painted. HVAC must be re-balanced and lighting controls installed, as appropriate, after installation of partitions. This work shall be at the expense of the Government.
- (c) Any demolition of any existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

5.12. FLOOR COVERING AND PERIMETERS (DEC 1991)

Floor covering shall be carpet, except as otherwise specified in this solicitation or on the Government's Design Intent Drawings. Resilient flooring may be requested by the Contracting Officer in lieu of carpet in tenant areas. Floor perimeters at partitions must have wood, rubber, vinyl, or carpet base. Any exceptions must be approved by the Contracting Officer.

The Lessor shall provide, at Lessor's expense, carpet (or other resilient flooring as stated above) and base as part of the Warm-Lit Shell as defined in paragraph 1.9 entitled "Warm-Lit Shell Requirements."

OFFICE AREAS:

Prior to occupancy, carpet must cover all Government demised areas (unless otherwise noted on the Government's Design Intent Drawings). The use of existing carpet may be approved by the Contracting Officer; however, existing carpet must be shampooed before occupancy and must meet the static build-up and flammability requirements for new carpet which follow in this solicitation. If existing carpet is used, such shall constitute a change under the terms of the solicitation, and the Government shall receive full credit for the cost of new carpet and carpet installation.

SPECIALTY AREAS:

Exposed interior floors in primary entrances and lobbies must be marble, granite, terrazzo, or other equivalent finish acceptable to the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors must be marble, granite, terrazzo, durable vinyl composite tile, or other equivalent finish acceptable to the Contracting Officer. Resilient flooring is to be used in reproduction rooms, storage, file and other specialty rooms as indicated on the Government's Design Intent Drawings.

TOILET AND SERVICE AREAS:

Terrazzo, unglazed ceramic tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is approved by the Contracting Officer.

CARPET - SAMPLES:

When carpet must be newly installed or changed, the Offeror shall provide the Government with a minimum of five (5) color samples. The sample and color must be approved by the Contracting Officer prior to installation. No substitutes may be made by the Offeror after sample selection.

CARPET - INSTALLATION:

Carpet must be installed in accordance with manufacturing instructions to lay smoothly and evenly.

CARPET - REPLACEMENT:

Carpet shall be replaced at least every five (5) years during Government occupancy or any time during the lease when:

- Backing or underlayment is exposed.
- There are noticeable variations in surface color or texture.

Replacement includes moving Government furnishings and equipment after business hours; however, the Government shall pay for the cost of disconnecting, disassembling, reassembling, and reconnecting of any electrified systems furniture, computer, and telecommunications equipment.

RESILIENT FLOORING - REPLACEMENT:

The flooring shall be replaced by the Lessor at no cost to the Government prior to or during Government occupancy when it has:

- Curls, upturned edges, or other noticeable variations in texture.

Replacement includes moving Government furnishings and equipment after business hours; however, the Government shall pay for the cost of disconnecting, disassembling, reassembling, and reconnecting of any electrified systems furniture, computer, and telecommunications equipment.

5.13. CARPET: BROADLOOM (SEP 1991)

Any carpet to be newly installed must meet the following specifications:

- Pile Yarn Content: staple filament or continuous filament branded by a fiber producer (Allied, Dupont, Monsanto, BASF, woolblend), soil-hiding nylon or wool nylon blends.
- Carpet pile construction: level loop, textured loop, level cut pile, or level cut/uncut pile.

- Pile weight: 28 ounces per square yard is the minimum for level-loop or textured-loop construction. 32 ounces per square yard is the minimum for level-cut/uncut construction.
- Secondary back: jute or synthetic fiber for glue-down installation.

Total Weight: 64 ounces per square yard minimum.

- Density: 100 percent nylon (loop and cut pile) -- minimum of 4000; other fibers, including blends and combinations -- minimum of 4500.

Flammability: In all areas except exits, carpet must have a critical radiant flux (crf) of 0.22 or greater with a specific optical density not over 450. Carpet in exits must have a crf of at least 0.50. Carpet passing the consumer products safety commission fl-70 (pill test) is acceptable for office areas. It may also be used in corridors which are protected by automatic sprinklers.

Static Build-up: 3.5 kv maximum with built-in static dissipation is recommended; "static-controlled" is acceptable.

5.14. ACOUSTICAL REQUIREMENTS

REVERBERATION CONTROL:

Ceilings in carpeted space shall have a Noise Reduction Coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.

AMBIENT NOISE CONTROL:

Ambient noise from mechanical equipment shall not exceed Noise Criteria curve (NC) 35 in accordance with the ASHRAE Handbook in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

NOISE ISOLATION:

Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following Noise Isolation Class (NIC) Standards when tested in accordance with ASTM E-336:

conference rooms: NIC-45
offices: NIC-40

CERTIFICATION:

The Contracting Officer may require at no cost to the Government, a certification attesting that acoustical requirements have been met. Certification must be accompanied by test reports by a qualified acoustical consultant verifying requirements for control of ambient noise and noise isolation.

The requirements of this Acoustical Requirements paragraph shall take precedence over any additional specifications in this solicitation if there is a conflict.

5.15. WINDOW COVERINGS (SEP 1991)

WINDOW BLINDS:

All exterior windows shall be equipped with window blinds new or like new in appearance at the expense of the Lessor. The blinds may be aluminum or plastic vertical blinds, or horizontal blinds with aluminum slats of one inch width or less. The use of any other material must be approved by the Contracting Officer. The window blinds must have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.

WINDOW FILM:

If the base building includes window film, it must be of high quality and acceptable to the Contracting Officer. Window Film must be regularly maintained and replaced at least every five (5) years during Government occupancy or any time during the lease when:

- Film is curling, ripping, or otherwise loosening from windows.
- There are noticeable variations in surface color.

DRAPERIES:

Draperies will be provided in all conference rooms and in areas specified in the Design Intent Drawings. The Government will reimburse to the Lessor the cost increase for such draperies beyond the cost of the building standard window blinds.

Drapery fabric must be flame retardant. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right or left side.

CONSTRUCTION:

Any draperies to be newly installed, must be made as follows:

- 100 percent fullness, including overlap, side hems, and necessary returns.
- 4-inch double headings turned over a 4-inch permanently finished stiffener.
- 1½-inch doubled side hems; 4-inch doubled and blind stitched bottom hems.
- Three-fold pinch pleats.
- Safety stitched intermediate seams.
- Matched patterns.
- Tacked corners.
- No raw edges or exposed seams.

Use of existing draperies must be approved by the Contracting Officer.

SAMPLES:

A minimum of ten (10) patterns and colors shall be made available to the Government for selection; shading of sample fabric shall not vary markedly from that of the final product.

5.16. BUILDING DIRECTORY

A tamper proof directory, acceptable to the Contracting Officer, with lock shall be provided in the building lobby. The directory shall list all Government agencies, sub-agencies, divisions, and officials as requested by the Contracting Officer. The space used by the Government on the directory shall be proportionate to the percent of Government occupied space in the building. The Lessor shall purchase and install appropriate signage for the building directory.

5.17. FLAG POLE

An exterior flagpole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Government. This requirement may be waived if determined inappropriate by the Contracting Officer.

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6.0 PLUMBING, MECHANICAL, ELECTRICAL, COMMUNICATIONS

6.1. PLUMBING, MECHANICAL, ELECTRICAL, COMMUNICATIONS: GENERAL

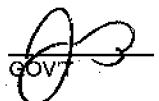
The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

6.2. DRINKING FOUNTAINS

- (a) The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within either:
 - (i) 150 feet of travel distance; or,
 - (ii) A distance equal to 1/2 the long rectangular dimension of the floor.
- (b) The Lessor shall design the drinking water supply for 50 degrees Fahrenheit or lower with centralized controls to turn off the system or each unit after the normal working hours specified by this solicitation.

6.3. TOILET ROOMS (JUL 1994)

- (a) Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities must be located so that employees will not be required to travel more than 200 feet on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set at 105°F, if practical) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
- (b) Each main toilet room shall contain the following equipment:
 - (1) A mirror above the lavatory.
 - (2) A toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing.
 - (3) A coat hook on inside face of door to each water closet stall and on several wall locations by lavatories.
 - (4) At least one modern paper towel dispenser, soap dispenser and waste receptacle for every two lavatories.
 - (5) A coin operated sanitary napkin dispenser in women's toilet rooms with waste receptacle for each water closet stall.
 - (6) Ceramic tile or comparable wainscot from the floor to a minimum height of 4 feet 6 inches.
 - (7) A disposable toilet seat cover dispenser.
 - (8) A counter area of at least 2 feet in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt type convenience outlet located adjacent to the counter area.
- (c) See subparagraph (q), titled Toilet Rooms of the Handicapped Accessibility paragraph in Section 4, titled General Architectural.


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6.4. TOILET ROOMS: FIXTURE SCHEDULE (JUN 1994)

- (a) The toilet fixture schedules specified below shall be applied to Each full floor based on one person for each 135 occupiable square feet of office space in a ratio of fifty (50) percent men and fifty (50) percent women:
- (b) Refer to the schedule separately for each sex.

NUMBER OF MEN*WOMEN		WATER CLOSETS	LAVATORIES
1	- 15	1	1
16	- 35	2	2
36	- 55	3	3
56	- 60	4	3
61	- 80	4	4
81	- 90	5	4
91	- 110	5	5
111	- 125	6	5
126	- 150	6	**
> 150		***	

* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.

** Add one lavatory for each 45 additional employees over 125.

*** Add one water closet for each 40 additional employees over 150.

- (c) For new installations:

- (1) Water closets shall not use more than 1.6 gallons per flush.
- (2) Urinals shall not use more than 1.0 gallons per flush.
- (3) Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 psi.

6.5. JANITOR CLOSETS

Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Janitor closets shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

6.6. HEATING AND AIR CONDITIONING (JUL 1994)

- (a) Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- (b) During non-working hours, heating temperatures shall be set no higher than 55°F and air conditioning will not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
- (c) Simultaneous heating and cooling are not permitted.
- (d) Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

(e) **ZONE CONTROL:**

Individual thermostat control shall be provided for office space with control areas not to exceed 2000 occupiable square feet. Areas which routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air-conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air-conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.

(f) **EQUIPMENT PERFORMANCE:**

Temperature control for office spaces shall be assured by concealed central heating and air-conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 Watt/sq.ft. to minus 1.5 Watts/sq.ft. from initial design requirements of the tenant.

6.7. VENTILATION (OCT 1996)

- (a) During working hours in periods of heating and cooling, ventilation shall be provided in accordance with ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.
- (b) Conference rooms of 400 occupiable square feet or greater shall be provided with a dedicated source of ventilation or be fitted with air handling equipment with smoke/odor removing filters.
- (c) Where the Lessor proposes that the Government should pay utilities:
 - (1) An automatic air or water economizer cycle must be provided to all air handling equipment, where practicable.
 - (2) The building shall have a fully functional building automation system (BAS) capable of control, regulation, and monitoring of all environmental conditioning equipment. The BAS shall be fully supported by a service and maintenance contract.

6.8. ELECTRICAL: GENERAL (SEP 1991)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities will be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels must be circuit breaker type with 10 percent spare power load and circuits.

6.9. ELECTRICAL: DISTRIBUTION

- (a) Main power distribution switchboards, distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 25% spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 25% spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 volt, three phase, four wire with bond, 60 hertz electric service available.
- (b) Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution, (not including lighting, heating, ventilation and air conditioning), for the Government demised area fall below five (5) watts per occupiable square foot.
- (c) All electrical, telephone, and data outlets within the Government demised area shall be installed by the Lessor at the expense of the Government and meet the criteria described in the SFO attachment #1 "performance specifications".
- (d) All tenant outlets shall be marked and coded for ease of wire tracing. Outlets shall be circuited separately from lighting. All floor outlets must be flush with the plane of the finished floor.
- (e) Isolated ground/circuit power panels shall meet the requirements of the current national electrical code.
- (f) The Lessor must insure that outlets and associated wiring (for electricity, voice, and data) to the work station (s) will be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface must be minimized. Power poles are not acceptable.

6.10. ELECTRICAL: ADDITIONAL DISTRIBUTION SPECIFICATIONS

If the Offeror proposes that building maintenance will be the responsibility of the Government, the Lessor shall provide duplex utility outlets in toilets, corridors, and dispensing areas for maintenance purposes at no cost to the Government. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

6.11. TELEPHONE: DISTRIBUTION AND EQUIPMENT

The Government reserves the right to provide its own telecommunication (voice and data) service in the space to be leased. The Government may: contract with another party to have inside wiring and telephone equipment installed; utilize wiring provided by the Lessor if such is available; and/or require the Lessor to install (at the Government's expense) inside wiring and/or telephone equipment as a component of this scope of work. In any case, the Lessor shall be responsible for meeting the applicable requirements of standards 568 and 569 of the Electronic Industries Association (EIA) and the Telecommunications Industry Association (TIA). EIA/TIA-568 is the commercial building telecommunications wiring standard and EIA/TIA -569 is the commercial building standard for telecommunications pathways and spaces. Sufficient space for telecommunication and data communication equipment shall be provided by the Lessor. Telecommunication & data communication switch rooms, wire closets, and related spaces shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

6.12. LIGHTING: INTERIOR/EXTERIOR

Lessor shall provide lighting, at the expense of Lessor, as per the following:

(a) light fixtures within the warm -lit shell shall be:

- * modern low brightness
- * parabolic type 2' x 4', 1' x 4', or 2' x 2'
- * recessed
- * 75% energy efficient
- * ballasts shall be rated for starting at 50°F, UL listed class p, and rapid start lamps only.
- * cool white or warm white fluorescent t8 lamps
- * electronic ballast equipped.
- * capable of producing and maintaining a uniform lighting level of 50 foot-candles at working surface height at each work station upon completion of the initial tenant alterations.

Any additional lighting required above the Warm-Lit Shell requirements shall be at the expense of the Government.

- (b) 2.0 watts per occupiable square foot shall serve as a basis for determining the amount of lighting required for the Warm-Lit Shell.
- (c) A lighting level of at least 20 foot-candles at foot level should be maintained in corridors providing ingress and egress to the Government demised area. 1 to 10 foot-candles or minimum levels sufficient to ensure safety should be maintained in other non-working areas. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
- (d) Building entrances and parking areas must be lighted. Ballasts are to be rapid-start, thermally protected, voltage regulating type, UL listed and ETL approved.
- (e) Outdoor parking areas shall have a minimum of one foot-candle of illumination. Indoor parking areas shall have a minimum of 10 foot-candles level illumination.

6.13. SWITCHES

- (a) Switches for lighting within the Government demised area will be provided at the Government's expense and shall be located on columns or walls by door openings in accordance with the requirements of the Uniform Federal Accessibility Standards. No more than 1,000 square feet of open space shall be controlled by one light switch.
- (b) Lighting in open offices, hallways, rest rooms, and lobbies shall be switched (on/off) using automatic light control motion detector switches. Rooms or corridors with more than one means of ingress shall be provided with either three-way or four-way switches as appropriate.

6.14. ELEVATORS (JUN 1994)

The Lessor shall provide suitable passenger and freight elevator service to all Government-leased space not having ground level access. Service shall be available during the hours specified in the paragraph entitled "normal hours" in the "services utilities, maintenance" section of this solicitation. However, one passenger and one freight elevator shall be available at all times for Government use. The freight elevator must be accessible to the Government's space at all hours and must be accessible to the loading docks. When possible, the Government will be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor must also use best efforts to minimize the frequency and duration of unscheduled interruptions.

CODE:

Elevators shall conform to the current editions of the American national standard A17.1, safety code for elevators and escalators, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic recall, and elevator lobby smoke detectors must not activate the building fire alarm system, but must signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current requirements of the American national standard A17.2, inspector's manual for elevators.

ENTRANCE:

The elevator entrance should provide a clear opening of at least 36 inches. The inside measurements shall be a minimum of 51 inches deep and 68 inches wide.

CALL BUTTONS:

Call buttons shall comply with the Uniform Federal Accessibility Standards (41 CFR 101-19.6).

SAFETY SYSTEMS:

Elevators are to be equipped with telephones or other two-way emergency signaling systems. The system used shall be marked and reach and emergency communication location manned during normal operating hours when the elevators are in service. When Government occupancy is 3 or more floors above grade, automatic elevator emergency recall is required.

SPEED:

The passenger elevators must have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period should not exceed 35 seconds.

INTERIOR FINISHES:

Elevator cab walls must be hardwood, marble, granite, or other equivalent finish acceptable to the Contracting Officer. Elevator cab floors must be marble, granite, terrazzo, or other finish acceptable to the Contracting Officer.

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7.0 SERVICES, UTILITIES, MAINTENANCE

7.1. SERVICES, UTILITIES, MAINTENANCE: GENERAL

The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies.

7.2. NORMAL HOURS

Services, utilities, and maintenance will be provided daily, extending from 7:00 am to 6:00 PM daily except Saturdays, Sundays, and Federal holidays.

7.3. OVERTIME USAGE (JUN 1993)

THE RATE FOR OVERTIME SERVICES WILL BE NEGOTIATED

The overtime rate is for services and utilities for the Warm-Lit Shell.

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The rate for overtime services and utilities is \$21.91, per hour for the first floor requiring overtime services and utilities plus \$1.75 per hour for each additional floor requiring overtime services and utilities. The rate is for energy costs only.

- (a) The Government shall have access to the leased space at all times, including the use of elevators, toilets, lights, and small business machines without additional payment.
- (b) If heating or cooling is required on an overtime basis, such services will be ordered orally or in writing by the Contracting Officer or Buildings Manager. When ordered, services shall be provided at the hourly rate negotiated prior to award. Costs for personal services shall only be included as authorized by the Government.
- (c) When the cost of service is \$2,500 or less, the service may be ordered orally or, if acceptable to the Lessor, by Government credit card. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$2,500 will be placed using a Form 300, "Order for Supplies or Services," or other written instrument. The clauses entitled "GSAR 552.232-71 Prompt Payment (APR 1989)" and "GSAR 552.232-72 Invoice Requirements (Variation) (APR 1989)" on the GSA Form 3517, General Clauses, apply to all orders for overtime services.
- (d) All orders are subject to the terms and conditions of this lease. In the event of a conflict between an order and this lease, the lease shall control.

7.4. UTILITIES

- (a) The Lessor shall ensure that utilities necessary for operation are provided and all associated costs are included as a part of the established rental rate. The utilities for special equipment above the Warm-Lit Shell requirements shall be at the Government's expense and shall be separately metered, submetered, or reflected as an increase in the rental rate. The base for operating cost adjustments and base rent may be increased to reflect the utilities for such equipment.
- (b) The Lessor shall provide the Government with a Building Operating Plan (BOP) for Summer/Winter operations.

7.5. MAINTENANCE AND TESTING OF SYSTEMS

- (a) The Lessor is responsible for the total maintenance and repair of the leased premises in accordance with the clause entitled "552.270-12, Maintenance of Building and Premises - Right of Entry (AUG 1992)" (see GSA Form 3517). Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Field Office Manager or a designated representative.
- (b) Maintenance, repair, and replacement of systems and equipment to meet special Government requirements for extended hours of operation or for spot heating and cooling and for equipment above the Warm-Lit Shell requirements shall be at the Government's expense. The base for operating costs adjustments and the base rent may be increased to reflect such increases in maintenance costs.

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- (c) Without any additional charge, the Government reserves the right to require the Lessor or his representative to test once a year, with proper notice, such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a representative of the Contracting Officer.

7.6. FLAG DISPLAY

The Lessor shall be responsible for flag display on all workdays and Federal holidays. The Government will provide instructions when flags must be flown at half-staff.

7.7. SECURITY

- (a) The Lessor shall provide an electronic key card perimeter security system which covers all building entrances and, if requested by the Contracting Officer, a guard/patrol system. Such systems shall:
- (i) be independently monitored 24 hours a day by a GSA-approved, class A commercial monitoring station
 - (ii) provide a level of security which reasonably deters unauthorized entry to the leased space during non-duty hours
 - (iii) deter loitering or disruptive acts in and around the space leased during duty hours.
- (b) The Lessor must provide a detailed outline of the building standard security system.
- (c) In cases of a building emergency, or where building security has been compromised/breached, the GSA buildings manager and the GSA Federal protective service must be notified immediately by the Lessor and/or the Lessor's agent.
- (d) The Government retains the right to implement security requirements in accordance with the June 28, 1995, *Vulnerability Assessment of Federal Facilities* report of the U.S. Department of Justice.

7.8. SECURITY: ADDITIONAL REQUIREMENTS


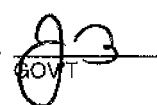
The Government reserves the right to require the Lessor to submit completed fingerprint charts and personal history statements for each employee of the Lessor as well as employees of the Lessor's contractor's or subcontractors who will provide building operating services of a continuing nature for the property in which the leased space is located. The Government may also require this information for employees of the Lessor, his contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property.

If required, the Contracting Officer will furnish the Lessor with Form FD-258, "Fingerprint Chart" and Form 176, "Statement of Personal History" to be completed for each employee and returned by the Lessor to the Contracting Officer or his designated representative within 10 working days from the date of the written request to do so. Based on the information furnished, the Government will conduct security checks of the employees. The Contracting Officer will advise the Lessor in writing if an employee is found to be unsuitable or unfit for his assigned duties. Effective immediately, such an employee cannot work or be assigned to work on the property in which the leased space is located. The Lessor will be required to provide the same data within 10 working days from the addition of new employee(s) to the work force. In the event the Lessor's contractor/subcontractor is subsequently replaced, the new contractor/subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor/subcontractor. The Contracting Officer may require the Lessor to submit Form FD-258 and Form 176 for every employee covered by this clause on a 3-year basis.

7.9. JANITORIAL SERVICES

Cleaning is to be performed after tenant working hours unless daytime cleaning is specified as a special requirement at the time of award or thereafter. Any additional cost for daytime cleaning will be borne by the Government.

The Lessor shall maintain the leased premises, including outside areas in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.


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Solicitation Attachment #1
PERFORMANCE SPECIFICATIONS

- PF7 Fabric Wrapped Acoustical Panels** - Acoustical panels shall be a minimum 1" thick, 6 lbs/ft³ rigid fiberglass board panels. All panels shall be framed to a minimum depth of 1/8" with chemical hardener to provide damage resistant, non-warpable edges. Fabric shall be bonded directly to the panel face and returned at the edges to the back of the panel with assurance of flat, wrinkle-free surface and tailored corners. Installation shall be field verified for panel sizes and to maintain a tolerance of 1/8". All attachment hardware shall be concealed and permanently mounted. Acoustical panels shall meet the following specifications: flamespread of 25 or less per ASTM E84, a minimum NCR of .85 in accordance with ASTM C423. **Note:** Application of acoustical panels should be a minimum of 50% to 60% of wall.

Note applies only to designers and/or Government agencies.

CEILING SYSTEM

- CS1 Suspended Acoustical Ceiling System** - Subject to solicitation Acoustical Requirements, acoustical mineral composition lay-in panels shall be 24" x 48" or 24" x 24", 5/8" thick, STC range of 40 - 44, NRC range of .55 - .65, non-directional fissure, square edge, LR grade 1. Suspended Acoustical Ceiling System shall be provided by Lessor as part of the Base Building Buildout.
- CS2a Upgraded Suspended Acoustical Ceiling System** - Subject to solicitation Acoustical Requirements, Acoustical Panels - Shall be 2' x 2' x 3/4", fineline edge detail, foil backed, with LR grade 1, 2 or 3; STC range 40 - 44; NRC range .65 -.75; Class A; and meets Fed. Spec. SS-S-118B. Suspension System - Shall be 9/16" grid, all steel construction, Class A and meets ASTM C635 Standards. The ceiling system shall be complete including architectural design of the ceiling system, specification of light fixture location and construction administration of installation.
- CS3 Suspended Gypsum Board Ceiling System** - Installation must be in accordance with ASTM C754 and painted with one (1) primer coat and one (1) finish coat of flat white latex paint. Provide access panels to any other work above ceiling that may require service. The ceiling system shall be complete including architectural design of the ceiling system, specification of light fixture location and construction administration of installation.

DOORS/HARDWARE

- D1 Interior Door** - A minimum 36" wide by a minimum 84" high by 1 3/4" thick, flush solid core wood door with natural wood veneer faces with semi-gloss paint finish are installed in a metal frame assembly with semi-gloss paint finish. Door hardware shall be heavy duty hinges, door silencers, door stop and cylindrical heavy duty passage set.
- D2 Suite Entry** - Shall meet the Lessor's standard suite entry door, and shall meet the minimum 36" wide by a minimum 84" high by 1 3/4" thick, flush solid core wood door with natural wood veneer faces with semi-gloss paint finish installed in metal frame assembly with semi-gloss paint finish. Door hardware shall be heavy duty hinges, door silencers, door stop, slim-line closer and heavy duty lock set as approved by the GSA Contracting Officer or his Representative.
- D3 Interior Door Side Light** - An 18" wide (clear glass opening), 1/4" tempered or laminated safety plate, clear glass with paint grade wood frame. Bottom of frame to align with top of wall base and top of side light frame to align with top of door frame. Frame to be painted with one (1) coat of primer and one (1) coat of semi-gloss finish.

**Solicitation Attachment #1
PERFORMANCE SPECIFICATIONS**

- D4 Dutch Door** - A minimum 36" wide by a minimum 84" high by 1 3/4" thick, flush solid core wood door with natural wood veneer faces with 12" transom "L" shelf edge with semi-gloss paint finish installed in a metal frame assembly with gloss paint finish. Door hardware shall be heavy duty hinges, door silencers, surface bolt, door stop and passage set. Door to match D1 for style and finish.
- D5 Fire Rated Door, C-Label** - A minimum 36" wide by a minimum 84" high by 1 3/4" thick flush solid core wood, C-label door with natural wood veneer with semi-gloss paint finish installed in a metal frame assembly with semi-gloss paint finish that shall maintain the integrity of the fire rated partition assembly. Door hardware shall be heavy duty hinges, door silencers, door stop, slim-line door closer and passage set. Door to match D1 for style and finish.
- D6 Glass Doors** - A minimum 36" wide by a minimum 84" high by a maximum 2" thick extruded aluminum narrow stile glass door with anodized finish. Glazing shall be tempered or laminate safety plate, clear glass. Glass door units shall include door frames, door closer, threshold, push/pull hardware, operating mechanism and all finish hardware.
- D7 Double Interior Doors** - A pair of a minimum 36" wide by a minimum 84" high by 1 3/4" thick, flush core wood door with natural wood veneer faces with semi-gloss paint finish installed in a metal frame assembly with semi-gloss paint finish. Door hardware shall be heavy duty hinges, door silencers, slim-line door closer, door stops, passage set and flush bolts on inactive leaf of a door. Door to match D1 for style and finish.
- D8 Bifolding Doors** - A two unit panel, 36" wide x 84" high by 1 3/4" thick, flush solid core wood bifold doors with natural wood veneer faces with semi-gloss paint finish installed in a metal frame assembly with semi-gloss paint finish. Track shall be heavy duty metal assembly. Door hardware shall be heavy duty hardware, track system, and door pulls.
- D9 Lockset** - Heavy duty commercial 5 pin solid brass cylinder lockset. 2 3/4" backset, no exposed mounting screws, demountable outside knobs for easy cylinder replacement, corrosion resistant mechanism and exposed trim to match existing standard. All locks shall be master keyed. The government must be furnished at least two (2) keys for each lock.
- ° Unit cost is the difference between the D1 passage set and the D9 lockset.
- D10 Mechanical Push Button Combination Lock Set** - Heavy duty commercial mechanical push button combination lock, access control with key bypass capability with passage set function, with 2 3/4" backset, fits A.S.A. 161 cutouts. Finishes to match other door hardware.
- D11 Slim-Line Door Closer** - Non-handed slim-line door closer with cover, multisize spring adjustment, adjustable backcheck, sweep speed control, latch speed control and low opening resistance.

FLOORING

- F1 Broadloom Carpet (28 oz.)** - All carpet to be newly installed and must meet the following specifications:
- **Pile Yarn Content** - Continuous filament, soil hiding nylon or wool/nylon combinations.
 - **Carpet Pile Construction** - Level loop, textured loop, level cut pile or level cut/uncut pile.
 - **Pile Weight** - 28 ounces per square yard minimum.

**Solicitation Attachment #1
PERFORMANCE SPECIFICATIONS**

- **Secondary Back** - Synthetic fiber or jute for glue down installation.
- **Total Weight** - 64 ounces per square yard minimum.
- **Flammability** - In all areas except exists, carpet must have a critical radiant flux (CRF) of 0.22 or greater with a specific optical density not over 450. Carpets passing the Consumer Product Safety Commission FFL-70 (pill test) is acceptable for office areas. It may also be used in corridors which are protected by automatic sprinklers.
- **Static Buildup** - 3.5 KV maximum with built-in static dissipation is recommended, or "static-controlled" is acceptable.

This 28 ounce Broadloom carpet shall be provided by the Lessor as part of the Base Building Buidout.

- F2 Resilient Flooring** - 12" x 12" vinyl composition tile, commercial quality, 1/8" thick, color and pattern through total thickness.
- F3 Resilient Flooring** - Vinyl sheet, commercial quality, minimum thickness of 0.08 inches, color and pattern through the wear layer.
- F4 Carpet Tile** - All carpet to be newly installed must meet the following specifications:
- **Pile Yarn Content** - Continuous filament, soil hiding nylon or wool/nylon combinations.
 - **Carpet Pile Construction** - Level loop, textured loop, level cut pile, or level cut/uncut pile.
 - **Construction** - Fusion bonded.
 - **Pile Weight** - 26 ounces per square yard minimum.
 - **Secondary Back** - Reinforced vinyl.
 - **Total Weight** - 127 ounces per square yard minimum.
 - **Flammability** - In all areas except exits, carpet must have a critical radiant flux (CRF) of 0.22 or greater with a specific optical density not over 450. Carpets passing the Consumer Product Safety Commission FFL - 70 (pill test) is acceptable for office areas. It may also be used in corridors which are protected by automatic sprinklers.
 - **Static Buildup** - 3.5 KV maximum with built-in static dissipation is recommended, or "static-controlled" is acceptable.
- F5 Broadloom Carpet (38 oz.)** - All carpet to be newly installed must meet the following specifications:
- **Pile Yarn Content** - Continuous filament, soil hiding nylon or wool/nylon combinations.
 - **Carpet Pile Construction** - Level loop, textured loop, level cut pile, or level cut/uncut pile.
 - **Pile Weight** - 38 ounces per square yard minimum.
 - **Secondary Back** - Reinforced vinyl.
 - **Total Weight** - 78 ounces per square yard minimum.

**Solicitation Attachment #1
PERFORMANCE SPECIFICATIONS**

- **Flammability** - In all areas except exits, carpet must have a critical radiant flux (CRF) of 0.22 or greater with a specific optical density not over 450. Carpets passing the Consumer Product Safety Commission FFL - 70 (pill test) is acceptable for office areas. It may also be used in corridors which are protected by automatic sprinklers.
- **Static Buildup** - 3.5 KV maximum with built-in static dissipation is recommended, or "static-controlled" is acceptable.

CASEWORK

- C1 Base Cabinets** - One (1) drawer unit and the balance door(s) with one (1) adjustable shelf. Base cabinets shall have a plastic laminate countertop 24" deep with plastic laminate backsplash and sidesplashes. Provide blocking in walls as required. All cabinets to be flush overlay premanufactured modular casework, conforming to Architectural Woodwork Institute's Guide specifications, Number 1600B modular casework. All visible surfaces to be finished in plastic laminate. Price to include standard solicitation base.
- C2 Wall Cabinets** - One (1) door unit with two (2) adjustable shelves 12" deep, 30" high. Provide blocking in walls as required. All cabinets to be flush overlay premanufactured modular casework, conforming to Architectural Woodwork Institute's Guide specifications, Number 1600B modular casework. All visible surfaces to be finished in plastic laminate.
- C3 Worksurface Countertop** - 24" deep, plastic laminate countertop with plastic laminate backsplash and sidesplashes with supports, minimum 3'-0" on center. Provide blocking in walls as required. All visible surfaces to be finished in plastic laminate.
- C4 Coat Closet Shelf And Rod** - 12" deep, paint grade wood shelf and supports. Finish to be one (1) primer coat and one (1) finish coat of flat latex paint. Provide and install 1 1/4" diameter chrome coat rod with supports, minimum 3'-0" on center. Provide blocking in wall as required. All work shall conform to Architectural Woodwork Institute's "custom grade" specifications.
- C5 Wall Hung Shelving** - 12" deep by 5/8" thick white melamine shelf with edging on KV type standards and brackets spaced as required. Provide blocking in wall as required. Linear foot price is for single shelf.
- C6 Chair Rail** - A 1 1/4" x 2 1/2" paint grade wood, half round chair rail. Provide blocking in wall as required. All millwork shall conform to Architectural Woodwork Institute's "custom grade" specifications. Finish to be one (1) primer coat and one (1) finish coat of semi-gloss latex paint.

HVAC

- H1 Heating, Ventilation and Air Conditioning** - Provide standard HVAC requirements per solicitation paragraphs 6.6 - Heating and Air Conditioning and 6.7 - Ventilation. This standard HVAC for office space shall be provided by the Lessor as part of the Base Building Buildout.
- H2 Heating, Ventilation, and Air Conditioning Upgrade** - Subject to solicitation paragraphs 6.6 and 6.7, upgrade performance of HVAC to meet design criteria of one (1) person per twenty (20) square feed and independent ventilation of twenty (20) cubic feed per minute (cfm) for each person or 2.0 cfm per square foot, whichever is greater.

**Solicitation Attachment #1
PERFORMANCE SPECIFICATIONS**

- H3 Independent Heating, Ventilation, and Air conditioning Upgrade** - Subject to solicitation paragraphs 6.6 and 6.7, provide independent HVAC equipment for continuous operation seven (7) days a week, twenty-four (24) hours a day at a constant temperature of 72°F± 1°F and humidification control (50% relative humidity ±1%). Assume total electrical consumption for the room to be equal to 25 watts per square foot.

PLUMBING

- P1 Single Basin Sink** - 18" x 18" stainless steel sink with cast brass, single-control deck mounted kitchen faucet and commercial grade garbage disposal with minimum ¾ horsepower and wall switch. Hot water to be supplied by a 6 gallon water heater located under the sink.
- P2 Double Basin Sink** - 32" x 22" stainless steel sink with cast brass, single-control deck mounted kitchen faucet and commercial grade garbage disposal with minimum ¾ horsepower and wall switch. Hot water to be supplied by a 6 gallon water heater located under the sink.

ELECTRICAL

- E1 Wall Mounted Duplex Outlet** - One (1) 120V outlet on a 20A circuit. Not to exceed eight (8) outlets per circuit.
- E2 Floor Mounted Duplex Outlet** - One (1) 120V outlet on a 20A circuit. Not to exceed eight (8) outlets per circuit. Outlet shall be flush with the plane of finished surface.
- E3 Wall Mounted Quadraplex Outlet** - One (1) 120V outlet on a 20A circuit not to exceed four (4) outlets per circuit.
- E4 Floor Mounted Quadraplex Outlet** - One (1) 120V outlet on a 20A circuit. Not to exceed four (4) outlets per circuit. Outlet shall be flush with the plane of finished floor surface.
- E5a Wall Mounted Duplex, Computer Outlet** - One (1) 120V outlet on a 20A isolated ground circuit with #10-3 AWG conductors. The isolated ground will meet NEC criteria. Not to exceed four (4) outlets per circuit. An orange bodied or other approved receptacle per NEC 250-74, Exc.4 is required.
- E6a Floor Mounted Duplex, Computer Outlet** - One (1) 120V outlet on a 20A isolated ground circuit with #10-3 AWG conductors. The ground will meet NEC criteria. Not to exceed four (4) outlets per circuit. Outlet shall be flush with the plane of finished floor surface. An orange bodied or other approved receptacle per NEC 250-74, Exc.4 is required.
- E7 Wall Mounted Dedicated Outlet** - One (1) 120V outlet on a 20A circuit. Not to exceed one (1) outlet per circuit. No other devices may be powered by this circuit. A distinctly different color outlet per NEC.
- E8 Floor Mounted Dedicated Outlet** - One (1) 120V outlet on a 20A circuit. Not to exceed one (1) outlet per circuit. No other devices may be powered by this circuit. Outlets shall be flush with the plane of the finished floor surface. A distinctly different color outlet per NEC.

**Solicitation Attachment #1
PERFORMANCE SPECIFICATIONS**

- E9a Wall Mounted Base Feed For Systems Furniture** - Base feed shall provide capabilities for an eight (8) wire system. Three (3) 120V, 20A circuits are to be provided for general purpose outlets with a common neutral. One (1) 120V, 20A isolated ground circuit with #10 AWG conductors. The isolated ground outlets will meet NEC 250-74, Exc.4 requirements. Not to exceed eight (8) receptacles per general purpose circuit. Not to exceed four (4) receptacles per isolated ground circuit. Eight wires are required at each furniture connection point. The four (4) 120V, 20A circuits may supply more than one (1) systems furniture base feed dependent upon load calculations. Price does not include whip or connection to systems furniture.

TELECOMMUNICATIONS

- T1 Wall Mounted Telephone/Data Outlet** - Provide plaster ring, pull string and conduit (.75" telephone, 1.25" data) to above ceiling system.

Note: Conduit required at insulated walls only.

- T2 Floor Mounted Telephone/Data Outlet** - Provide an outlet flush with the plane of the finished floor surface with pullstring and conduit. Provide conduit with pullstring from floor outlet to ceiling plenum above the floor outlet.

LIGHTING SYSTEM

- LS1 Fluorescent Light Fixtures** -

(A) LIGHT FIXTURES WITHIN THE WARM-LIT SHELL SHALL BE:

- MODERN LOW BRIGHTNESS
- PARABOLIC TYPE 2' X 4', 1' X 4', OR 2' X 2'
- RECESSED
- 75% ENERGY EFFICIENT
- BALLASTS SHALL BE RATED FOR STARTING AT 50°F, UL LISTED CLASS P, AND RAPID START LAMPS ONLY.
- COOL WHITE OR WARM WHITE FLUORESCENT T8 LAMPS
- ELECTRONIC BALLAST EQUIPPED.
- CAPABLE OF PRODUCING AND MAINTAINING A UNIFORM LIGHTING LEVEL OF 50 FOOT-CANDLES AT WORKING SURFACE HEIGHT AT EACH WORKSTATION UPON COMPLETION OF THE INITIAL TENANT ALTERATIONS.


- LS2 Recessed Downlight Fixtures** - Modern, specular clear Alzak reflector, die cast aluminum lampholder, durable medium base porcelain socket, aperture of 5" to 7", minimum rating of 150 watts. A lamps, R lamps, Par lamps or compact fluorescent lamps are acceptable. All fixtures shall be on a dimmer control circuit. Price shall include architectural design to determine location.

- LS3 Recess Wall Wash Fixtures** - Modern, specular clear Alzak reflector, die cast aluminum lampholder, durable medium base porcelain socket, aperture of 5" to 7", minimum rating of 150 watts. A lamps, R lamps, Par lamps or compact fluorescent lamps are acceptable. All fixtures shall be on a dimmer control circuit. Price shall include architectural design to determine location.

Solicitation Attachment #3 Construction Schedule Task Durations

The following chart shall be used by the Lessor and the Government to determine the number of working days allowed to complete each work item under the solicitation paragraph 3.15 entitled "Construction Schedule of Tenant Alterations." It is understood that the Construction Schedule commences and that the durations below apply to the management of the design and construction process beginning at the date of Lease award and concluding at the date of acceptance for the subject space.

PHASE \ SIZE OF LEASE	0K to <10K	10K to <20K	20K to <35K	35K to <50K	50K to <70K	70K to 80K
Lessor Provides Design Intent Drawings	10 DAYS	15 DAYS	20 DAYS	20 DAYS	20 DAYS	25 DAYS
Government Reviews Design Intent Drawings	15 DAYS	15 DAYS	15 DAYS	15 DAYS	15 DAYS	15 DAYS
Lessor Provides Working-Construction Drawings	10 DAYS	15 DAYS	20 DAYS	20 DAYS	25 DAYS	25 DAYS
Government Reviews Working-Construction Drawings	15 DAYS	15 DAYS	15 DAYS	15 DAYS	15 DAYS	15 DAYS
Lessor Completes Interior Construction	40 DAYS	45 DAYS	50 DAYS	60 DAYS	65 DAYS	70 DAYS
Government Inspects and Accepts Finished Space	3 DAYS	4 DAYS	5 DAYS	6 DAYS	7 DAYS	8 DAYS
TOTAL WORKDAYS - (FROM LEASE AWARD TO GOVERNMENT ACCEPTANCE)	93 DAYS	109 DAYS	125 DAYS	136 DAYS	147 DAYS	158 DAYS

Solicitation Attachment #5

Scope of Work for Design Intent And Assignment Drawings

Note: All tasks identified for completion by the Lessor in this Solicitation Attachment shall be completed by the Lessor at the Lessor's expense.

DESIGN INTENT DRAWINGS

Orientation Meeting:

Meet with GSA to discuss procedures and contract administration. Establish all points of contact, develop submittal and approval timeframes for deliverables, and review product formats.

All drawings shall be blue-line prints using a 1/8" = 1'-0" scale unless otherwise specified. Drawing size shall be 24" x 36" or 36" x 42". Each drawing title block must contain the following information: project title, GSA building number, building address, floor number, GSA contract number, submittal date, submittal number, legend, scale, north arrow, building key plan, and a block for approval sign-offs.

Schedule:

In accordance with solicitation paragraph 3.15 entitled "Construction Schedule of Tenant Alterations" and Solicitation Attachment #3 entitled "Construction Schedule Task Durations," the lessor shall develop a detailed schedule (graphic barchart or equal) for the design intent portion of the project. This schedule will show all task assignments, due dates for deliverables, and review and approval timeframes.

Blocking and Stacking Plans:

Develop blocking and stacking options which graphically indicate the square footage for each specific organizational component.

Preliminary Space Plans:

These drawings may be soft-line, but must be properly scaled and dimensioned. Personnel workstations, support spaces, special spaces and circulation patterns must be shown in a layout which supports the space utilization guidelines published in 41 CFR Part 101-17, Subchapter D, FPMR Temporary Regulation D-76 (copies are available from the Contracting Officer upon request).

Interior Finishes and Signage:

Develop schemes for interior finishes and signage, and present them to GSA for approval.

Design Intent Drawing Package:

Refer to solicitation paragraph 3.15(a) for the definition of Design Intent Drawings and a listing of drawing sheets which are to be included in the package.

ASSIGNMENT DRAWINGS

Within one month following completion of approved construction, submit mylar as-built drawings to which graphic and statistical information has been added per PBS P 7000.2A, GSA Assignment and Utilization Handbook (copies are available from the Contracting Officer upon request). Mylar material shall be reverse printed erasable mylar, .004 mil thickness, frosted on one side.

Assignment drawings must also be provided on a computer disk(s). Refer to solicitation paragraph 4.6 entitled "CAD Floor Plans" for formatting and software requirements.

RIDER # 1

GS-11B-70348

Lessor hereby agrees to make the following improvements at the landlord's sole cost and expense within 120 days of lease award:

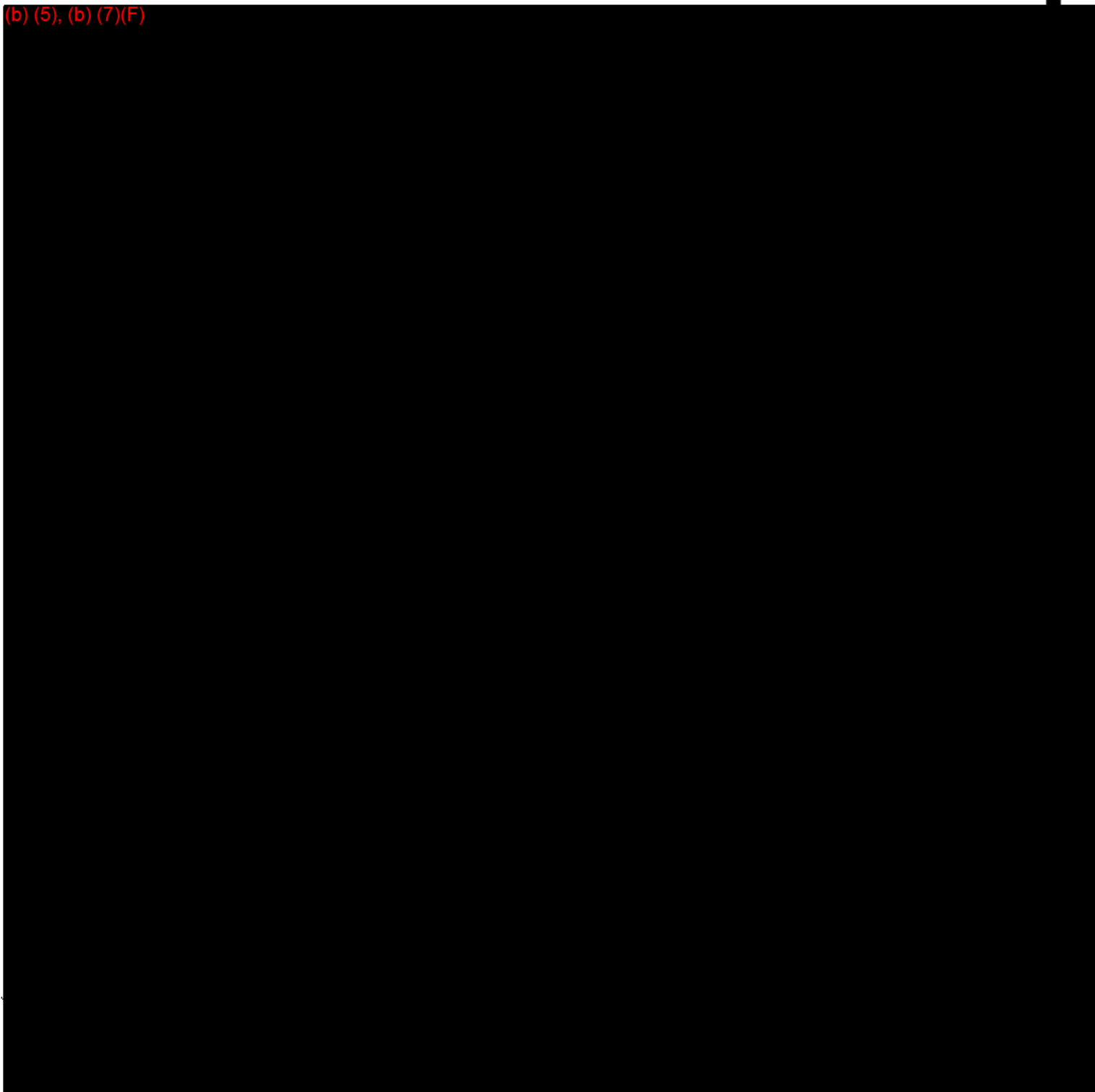
1. Recarpet tenant areas indicated on the attached plan. Lessor shall be responsible for moving all conventional furniture & small office equipment for carpet replacement. Lessor shall not be responsible for unloading file cabinets, desks or other office contents before moving.
2. Repair/replace all stained and/or broken ceiling tiles throughout the tenant's space.
3. Increase lighting to meet SFO standards in 6th floor elevator lobby area.
4. Replace carpeting and wall coverings in 6th floor elevator lobby area. New carpet and wall covering shall be approved by the Government prior to installation.
5. Provide mirrors over sinks and provide UFAS accessible sink in 6th floor restrooms.
6. Patch holes from relocated bathroom stalls where appropriate in the 6th & 7th floor restrooms.
7. In addition Lessor agrees to repaint throughout the tenant's entire demised premises approximately 1-2 years after lease execution.

In addition, the Government agrees to be responsible for picking up the monthly parking permit for the reserved parking space under lease to the Government.

INITIALS	
Lessor	Gov't
<i>MJB</i>	<i>MB</i>

RIDER # 1
LEASE NO. GS-11B-70348

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AMERICAN
CHEMICAL
SOCIETY
1117 N. 17TH ST.
WASHINGTON, D.C. 20036
202-462-4000
FAX 202-462-4001
WWW.ACS-AMERICANCHEMICALSOCIETY.ORG

ARCHITECT
ROBERT A. JONES ARCHITECTS
1117 N. 17TH ST.
WASHINGTON, D.C. 20036
202-462-4000
FAX 202-462-4001
WWW.ACS-AMERICANCHEMICALSOCIETY.ORG

MECHANICAL
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PLUMBING & CLIMATE CONTROL
SYSTEMS
1117 N. 17TH ST.
WASHINGTON, D.C. 20036
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WWW.ACS-AMERICANCHEMICALSOCIETY.ORG

SIXTH FLOOR
PARTITION PLAN

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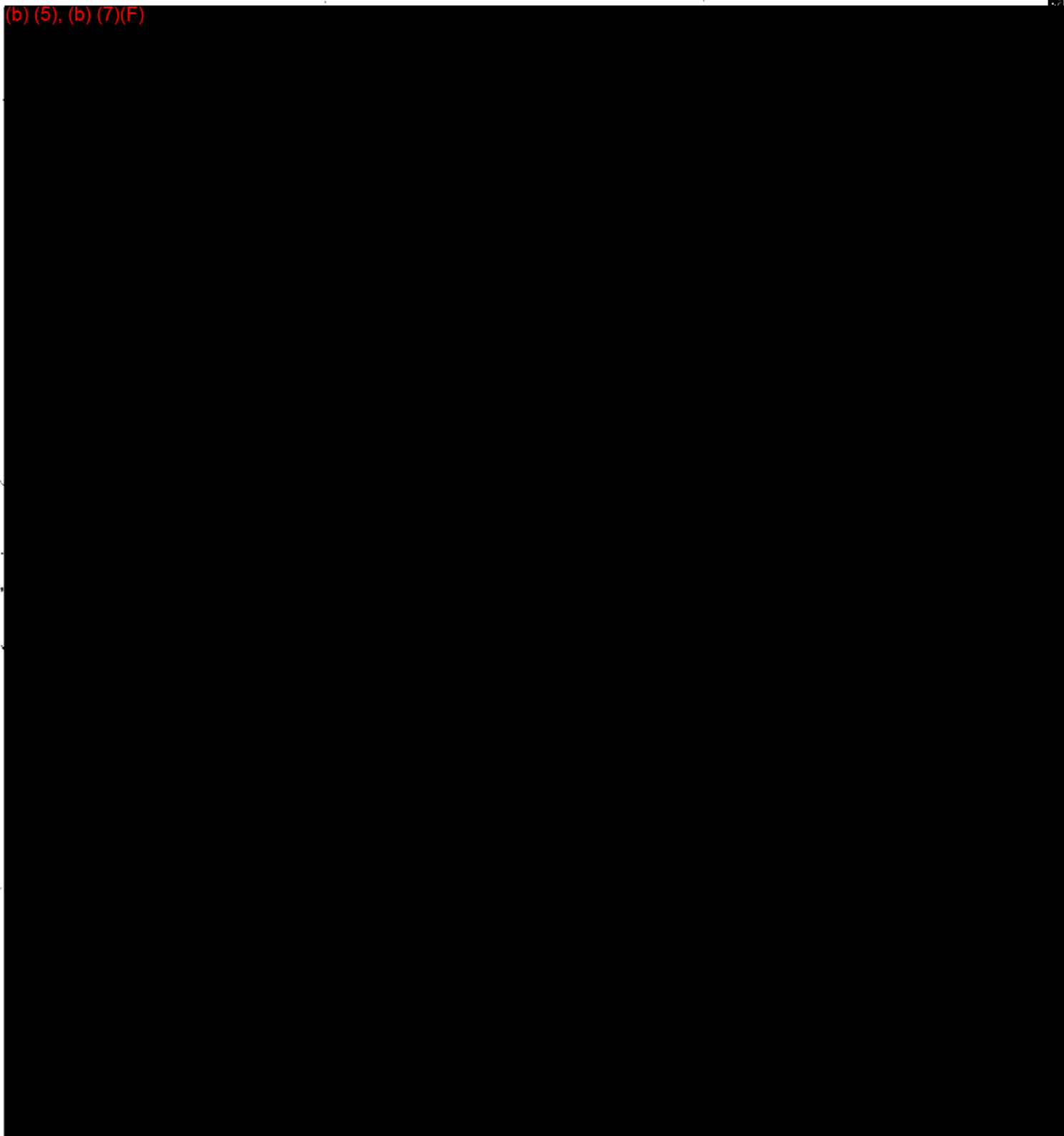
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BY: J. J. JONES
REVISIONS:

RIDER # 1
LEASE NO. GS-11B-70348

(b) (5), (b) (7)(F)



AMERICAN CHEMICAL SOCIETY
11 Dupont Circle, N.W.
Washington, D.C. 20036
Telephone: (202) 462-4000
Fax: (202) 462-4001
E-mail: info@americanchemicalsociety.org
www.americanchemicalsociety.org



TEMPORARY SPACE
1111 KENNEDY AVENUE, N.E.
WASHINGTON, D.C.

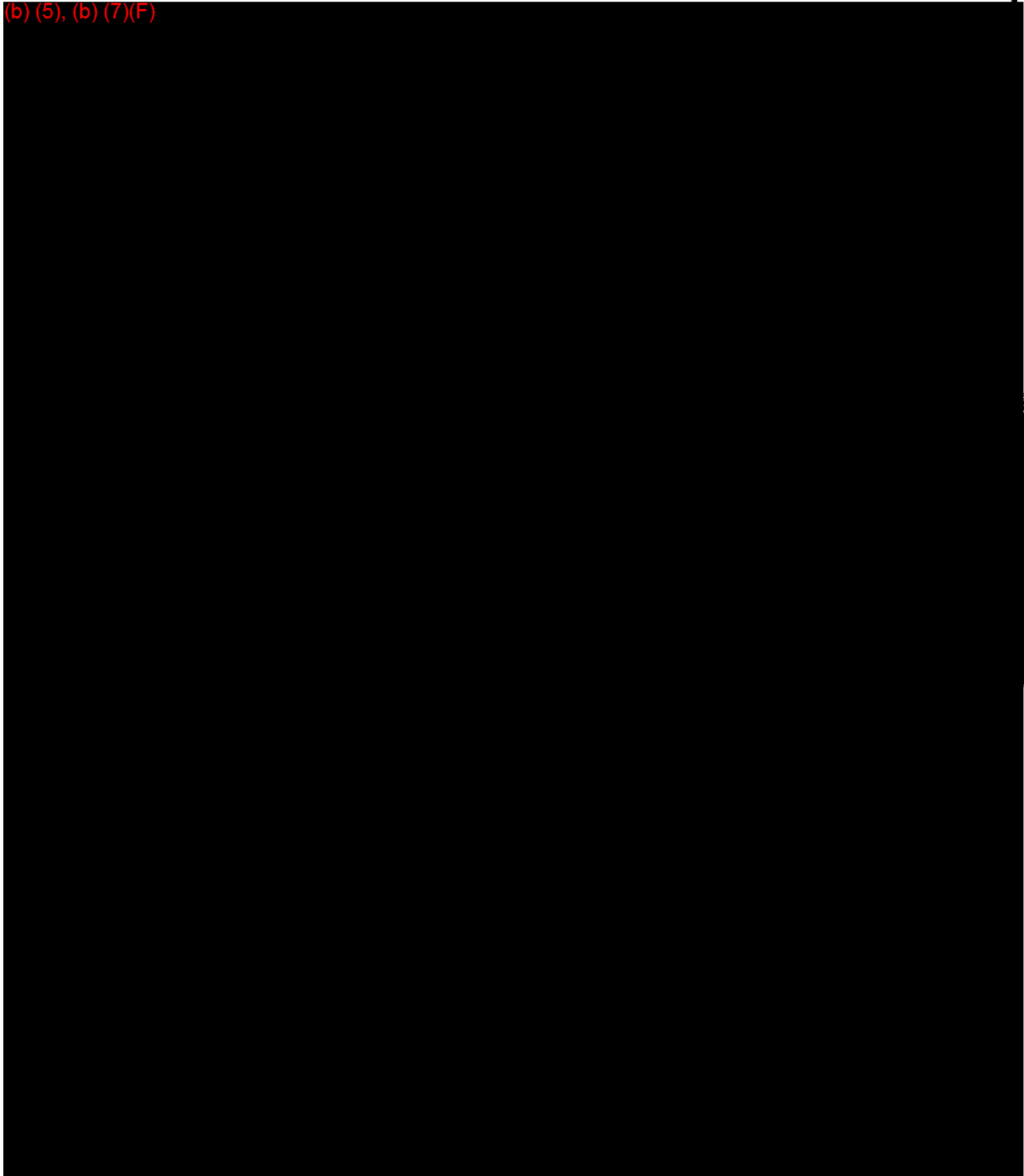
SEVENTH FLOOR
PARTITION PLAN

Architect: [illegible]
Engineer: [illegible]
Interior Designer: [illegible]
Furniture: [illegible]
Lighting: [illegible]
Acoustics: [illegible]
HVAC: [illegible]
Fire Protection: [illegible]
Security: [illegible]
Accessibility: [illegible]
Other: [illegible]

DATE: 1/11/00
BY: [illegible]
FOR: [illegible]

LEASE NO. GS-11B-70348
6th FLOOR
36,053 OSF

(b) (5), (b) (7)(F)



AMERICAN CHEMICAL SOCIETY
11 Dupont Circle NW
Washington, D.C. 20036
202 462 4000
www.acs.org

AMERICAN
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TEMPORARY SPACE
FOR VENDOR ADDRESS, USE
REVERSE SIDE

OFFICE OF THE
COMMISSIONER

STATE OF NEW YORK
DIVISION OF TAXATION
100 NASSAU ST.
NEW YORK, NY 10038
212 405 2000
www.tax.ny.gov

FOR THE
STATE OF NEW YORK
DIVISION OF TAXATION
100 NASSAU ST.
NEW YORK, NY 10038
212 405 2000
www.tax.ny.gov

LEASE NO. GS-11B-70348

7th FLOOR

20.230 OSF

(b) (5), (b) (7)(F)

AMERICAN LIBERTAL SOCIETY
1000 17th St. N.W.
Washington, D.C. 20036
(202) 638-1000

DEVELOPMENT
CONSTRUCTION
BUILDING & SITE
PREPARATION & SITE
WORK
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Washington, D.C. 20036
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1000 17th St. N.W.
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WASHINGTON, D.C.

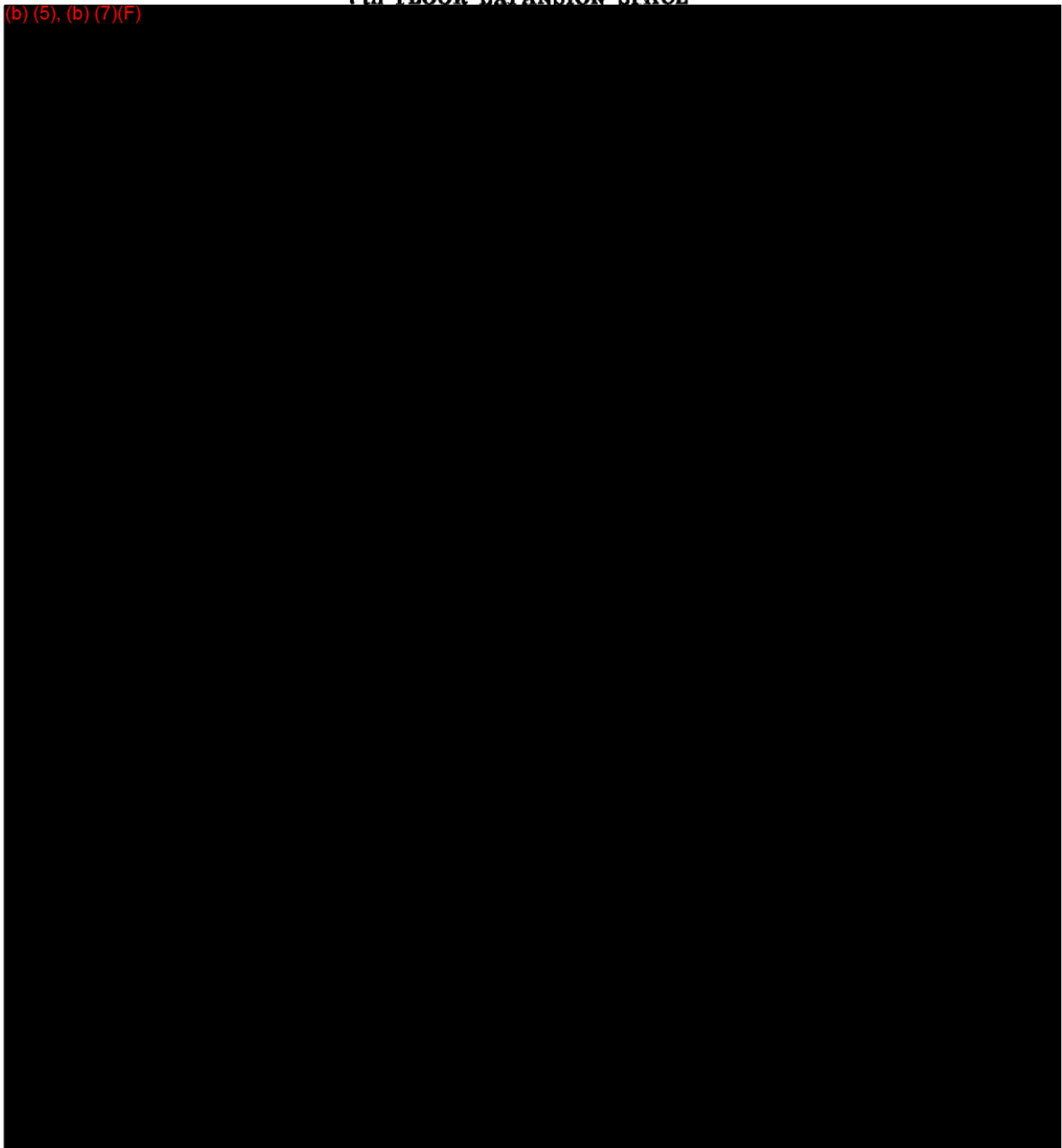
**SEVENTH FLOOR
PARTITION PLAN**

POL 802
1 row per

A-3

LEASE NO. GS-11B-70348
7th FLOOR EXPANSION SPACE

(b) (5), (b) (7)(F)



AMERICAN
CHEMICAL
SOCIETY
11 Dupont Circle NW
Washington, D.C. 20036
Tel: 202/462-4000
Fax: 202/462-4001
www.acs.org



AMERICAN
CHEMICAL
SOCIETY
11 Dupont Circle NW
Washington, D.C. 20036
Tel: 202/462-4000
Fax: 202/462-4001
www.acs.org

SEVENTH FLOOR
PARTITION PLAN
11 Dupont Circle NW
Washington, D.C. 20036
Tel: 202/462-4000
Fax: 202/462-4001
www.acs.org

FOI B/D
DATE 3/7/98
REVISIONS

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	Clause No.	48 CFR Ref.	Clause Title
DEFINITIONS GENERAL	1	552.270-10	Definitions
	2	552.270-11	Subletting and Assignment
	3	552.270-18	Successors Bound
	4	552.270-34	Subordination, Nondisturbance and Attornment
	5	552.270-35	Statement of Lease
	6	552.270-36	Substitution of Tenant Agency
	7	552.270-37	No Waiver
	8	552.270-38	Integrated Agreement
	9	552.270-39	Mutuality of Obligation
PERFORMANCE	10	552.270-27	Delivery and Condition
	11	552.270-28	Default in Delivery - Time Extensions
	12	552.270-30	Progressive Occupancy
	13	552.270-32	Effect of Acceptance and Occupancy
	14	552.270-12	Maintenance of Building and Premises-Right of Entry
	15	552.270-17	Failure in Performance
	16	552.270-33	Default by Lessor During the Term
	17	552.270-13	Fire and Casualty Damage
	18	552.270-15	Compliance with Applicable Law
	19	552.270-19	Alterations
	20	552.270-41	Acceptance of Space
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	23	552.232-73	Electronic Funds Transfer Payment
	24	552.232-72	Invoice Requirements
	25	552.232-23	Assignment of Claims
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INITIALS:  & 
LESSOR & GOVERNMENT

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INITIALS:

LESSOR

&

GOVERNMENT

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-10 - DEFINITIONS (AUG 1992)

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation, (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, or (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (k) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (l) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. 552.270-11 - SUBLETTING AND ASSIGNMENT (AUG 1992)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

3. 552.270-18 - SUCCESSORS BOUND (AUG 1992)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

INITIALS: MM & GO
LESSOR GOVERNMENT

4. 552.270-34 - SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (AUG 1992)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have allotted to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-35 - STATEMENT OF LEASE (AUG 1992)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
- (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
 - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
 - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
 - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. 552.270-36 - SUBSTITUTION OF TENANT AGENCY (AUG 1992)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

INITIALS: MM & AB
LESSOR GOVERNMENT

7. 552.270-37 - NO WAIVER (AUG 1992)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-38 - INTEGRATED AGREEMENT (AUG 1992)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-39 - MUTUALITY OF OBLIGATION (AUG 1992)



The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-27 - DELIVERY AND CONDITION (AUG 1992)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-28 - DEFAULT IN DELIVERY - TIME EXTENSIONS (JUNE 1994)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date (as such date may be modified pursuant to this lease), time is of the essence. If the Lessor fails to prosecute the work with the diligence that will insure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease, which termination shall be effective when received by Lessor. The Lessor and the Lessor's sureties, if any, shall be jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:
 - (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term; provided, if the Government procures replacement premises for a term (including all option terms) in excess of the term, the Lessor shall not be liable for excess Government rent or adjustments during such excess part of such term;
 - (2) All administrative and other costs borne by the Government in procuring a replacement lease or leases;
 - (3) Such other, additional relief as may be provided for in this lease, at law or in equity.
 - (4) Damages to which the Government may be entitled under this clause shall be due and payable thirty (30) days next following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (b) Delivery by Lessor of less than the minimum occupiable square footage required by this lease shall in no event be construed as substantial completion, except as permitted by the Contracting Officer.
- (c) Notwithstanding paragraph (a) of this clause, this lease shall not be terminated under this clause nor the Lessor charged with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant such action, the delivery date shall be extended, by the Contracting Officer, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

INITIALS:  & 
LESSOR GOVERNMENT

12. 552.270-30 - PROGRESSIVE OCCUPANCY (AUG 1992)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-32 - EFFECT OF ACCEPTANCE AND OCCUPANCY (AUG 1992)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

14. 552.270-12 - MAINTENANCE OF BUILDING AND PREMISES - RIGHT OF ENTRY (AUG 1992)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building and all equipment, fixtures, and appurtenances furnished by the lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-17 - FAILURE IN PERFORMANCE (AUG 1992)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-33 - DEFAULT BY LESSOR DURING THE TERM (AUG 1992)

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

17. 552.270-13 - FIRE AND CASUALTY DAMAGE (AUG 1992)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor

INITIALS: &
LESSOR GOVERNMENT

within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. 552.270-15 - COMPLIANCE WITH APPLICABLE LAW (AUG 1992)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-19 - ALTERATIONS (JUNE 1985)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

20. ACCEPTANCE OF SPACE (JUNE 1994)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required occupiable square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."

21. 552.270-16 - INSPECTION - RIGHT OF ENTRY (AUG 1992)

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to: (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers; (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises; (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

22. 552.232-71 - PROMPT PAYMENT (APR 1989)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

- (a) Payment due date.

INITIALS:

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GOVERNMENT

- (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
 - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
 - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
 - (2) Other payments. The due date for making payments other than rent shall be the later of the following two events:
 - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
 - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (b) Invoice and inspection requirements for payments other than rent.
- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
 - (i) Name and address of the Contractor.
 - (ii) Invoice date.
 - (iii) Lease number.
 - (iv) Government's order number or other authorization.
 - (v) Description, price, and quantity of work or services delivered.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
 - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
 - (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.
- (c) Interest Penalty.
- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
 - (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
 - (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
 - (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

23. 552.232-73 - ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1992)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) Payments under this lease will be made by the Government either by check or electronic funds transfer (EFT). If the Lessor elects to receive payment by EFT, after award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution

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for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.

(b) For payment by EFT, the Lessor shall provide the following information:

- (1) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
- (2) Number of account to which funds are to be deposited.
- (3) Type of depositor account ("C" for checking, "S" for savings).
- (4) If the Lessor is a new enrollee to the EFT system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.

(e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

24. 552.232-72 - INVOICE REQUIREMENTS (VARIATION) (APR 1989)

(This clause applies to payments other than rent.)

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or purchase/delivery order.

(b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the purchase/delivery order.

ACT Number (to be supplied on individual orders)

(c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

25. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

26. 552.270-31 - PAYMENT (AUG 1994)

(a) When space is offered and accepted, the occupiable square footage delivered will be confirmed by:

- (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
- (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

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- (b) Payment will not be made for space which is in excess of the amount of occupiable square footage stated in the lease.
- (c) If it is determined that the amount of occupiable square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of occupiable space delivered and the annual rental will be adjusted as follows:

Occupiable square feet not delivered multiplied by the occupiable square foot (OSF) rate equals the reduction in annual rent. The rate per occupiable square foot is determined by dividing the total annual rental by the occupiable square footage set forth in the lease.

$$\text{OSF Not Delivered} \times \text{Rate per OSF} = \text{Reduction in Annual Rent.}$$

27. 552.203-5 - COVENANT AGAINST CONTINGENT FEES (FEB 1990)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

28. 52.203-7 - ANTI-KICKBACK PROCEDURES (OCT 1988)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services

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of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--
- (1) Providing or attempting to provide or offering to provide any kickback;
 - (2) Soliciting, accepting, or attempting to accept any kickback; or
 - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract.

29. 52.203-9 - REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY MODIFICATION (NOV 1990)

(Applies to leases which exceed \$100,000.)

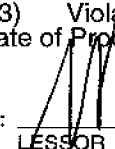

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The contractor agrees that it will execute the certification set forth in paragraph (c) of this clause, when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY - MODIFICATION (NOV 1990)

(1) I, [Name of certifier], am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423) (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief each officer, employee, agent, representative, and consultant of [Name of Offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity-Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS)

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(SAMPLE - DO NOT COMPLETE OR SIGN THIS CERTIFICATE. THE CONTRACTING OFFICER WILL SPECIFICALLY REQUEST IT WHEN NEEDED.)

[signature of the officer or employee responsible for the modification proposal and date]

[typed name of the officer or employee responsible for the modification proposal]

*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

- (d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the Contractor. If a Contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.
- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

30. 552.203-73 - PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990)

(Applies to leases which exceed \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may--
 - (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
 - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
 - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

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31. 52.215-22 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1995)

(Applies when cost or pricing data is required for work or service exceeding \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost pricing data.
- (c)
 - (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
 - (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
 - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
 - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
 - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
 - (2)
 - (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--
 - (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
 - (B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.
 - (ii) An offset shall not be allowed if--
 - (A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or
 - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--
 - (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
 - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

32. 552.270-20 - PROPOSALS FOR ADJUSTMENT (APR 1996)

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

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- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$25,000. The proposal, including all subcontractor work, will contain at least the following details--
- (1) Material quantities and unit costs;
 - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
 - (3) Equipment costs;
 - (4) Worker's compensation and public liability insurance;
 - (5) Overhead;
 - (6) Profit; and
 - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1)--
- (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.804-2);
 - (2) The Lessor's representative, all contractors, and subcontractors whose portion of the work exceeds the threshold for submission of cost or pricing data must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.804-4); and
 - (3) The agreement for "Price Reduction for Defective Cost or Pricing Data" must be signed and returned (48 CFR 15.804-8).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

33. 552.270-21 - CHANGES (JUL 1995)

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
- (1) Specifications (including drawings and designs);
 - (2) Work or services;
 - (3) Facilities or space layout; or
 - (4) Amount of space (with the consent of the lessor).
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
- (1) A modification of the delivery date;
 - (2) An equitable adjustment in the rental rate;
 - (3) A lump sum equitable adjustment; or
 - (4) An equitable adjustment of the annual operating costs per occupiable square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

34. 552.215-70 - EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services, or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services, or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders

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not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

35. 52.233-1 - DISPUTES (OCT 1995)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)
 - (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2)
 - (i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim--
 - (A) Exceeding \$100,000; or
 - (B) Regardless of the amount claimed, when using--
 - (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
 - (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at

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the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

36. 552.270-40 - ASBESTOS AND HAZARDOUS WASTE MANAGEMENT (AUG 1992)

The certifications made by the Offeror regarding asbestos and hazardous waste management contained in the representation and certification provisions of this lease are material representations of fact upon which the Government relies when making award. If it is later determined that the presence or management of asbestos and/or hazardous waste has been misrepresented, the Government reserves the right to require the Lessor, at no cost to the Government, to abate (remove, encapsulate, enclose, or repair) such asbestos and/or mitigate hazardous waste conditions, with such work performed in accordance with Federal (e.g., EPA, OSHA, and DOT), State, and local regulations and guidance, or, alternatively, the Government may terminate the lease. This is in addition to other remedies available to the Government.

37. 52.222-26 - EQUAL OPPORTUNITY (APR 1984)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (b) During performing this contract, the Contractor agrees as follows:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - (2) The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
 - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
 - (8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.
 - (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - (10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order

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11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

38. 52.222-35 - AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984) (DEVIATION)

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization," as used in this clause, means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Contractor proposes to fill from regularly establish "recall" lists.

"Employment openings," as used in this clause, includes full-time employment, temporary employment of over 3 days, and part-time employment, but does not include (1) executive and top management positions, (2) positions that will be filled from within the Contractor's organization or under a customary and traditional employer-union hiring arrangement, or (3) openings in an educational institution that are restricted to students of that institution.

(b) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam era veterans without discrimination based upon their disability or veterans' status in all employment practices such as--
- (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion or transfer;
 - (iv) Recruitment;
 - (v) Advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings.

- (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their openings with the appropriate office of the State employment service.
- (3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

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- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
- (5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to National security, or (iii) the requirement of listing would not be in the Government's interest.
- (d) Applicability.
- (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.
- (e) Postings.
- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam era veterans.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

39. 52.222-36 - AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

(a) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental handicap. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as--
- (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion or transfer;
 - (iv) Recruitment;
 - (v) Advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.

(b) Postings.

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- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.
 - (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
 - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
 - (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.
40. 52.222-37 - EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988)
- (a) The Contractor shall report at least annually, as required by the Secretary of Labor, on:
 - (1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
 - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
 - (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
 - (c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.
 - (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1 of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
 - (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.
 - (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.
41. 52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 1995)
- (a) The Government suspends or debars Contractors to protect the Government's interests. Contractors shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
 - (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

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- (c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
- (1) The name of the subcontractor;
 - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
 - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
 - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

42. 52.215-24 - SUBCONTRACTOR COST OR PRICING DATA (OCT 1995)

(Applies when the clause 52.215-22 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), on the date of agreement on price or the date of award, which ever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.804-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.804-4 of the Federal Acquisition Regulation (FAR) that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.804-2(a)(1), when entered into, the Contractor shall insert either--
 - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
 - (2) The substance of the clause at FAR 52.215-25, Subcontractor Cost or Pricing Data--Modifications.

43. 52.219-8 - UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (OCT 1995)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- (c) As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern (1) which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 per centum of the stock of which is unconditionally owned by one or more socially

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and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more of such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

- (d) The term "small business concerns owned and controlled by women" shall mean a small business concern (i) which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (ii) whose management and daily business operations are controlled by one or more women; and
- (e) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals or a small business concern owned and controlled by women.

44. 52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1995)

(Applies to leases which exceed \$500,000.)

- a) This clause does not apply to small business concerns.
- b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns, with small disadvantaged business concerns and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns, small disadvantaged business concerns, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any)
- (d) The offeror's subcontracting plan shall include the following:
 - (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns, small disadvantaged business concerns and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
 - (2) A statement of--
 - (i) Total dollars planned to be subcontracted;
 - (ii) Total dollars planned to be subcontracted to small business concerns;
 - (iii) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
 - (iv) Total dollars planned to be subcontracted to women-owned small business concerns.
 - (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns, (ii) small disadvantaged business concerns and (iii) women-owned small business concerns.
 - (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
 - (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS))

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of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PASS as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small business source list. A firm may rely on PASS as a small business source list. Use of the PASS as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns, (ii) small disadvantaged business concerns, and (iii) women-owned small business concerns.
 - (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
 - (8) A description of the efforts the offeror will make to assure that small, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
 - (9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.
 - (10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.
 - (11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
 - (i) Source lists (e.g., PASS), guides, and other data that identify small, small disadvantaged and women-owned small business concerns.
 - (ii) Organizations contacted in an attempt to locate sources that are small, small disadvantaged or women-owned small business concerns.
 - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether small disadvantaged business concerns were solicited and if not, why not, (C) whether women-owned small business concerns were solicited and if not, why not, and (D) if applicable, the reason award was not made to a small business concern.
 - (iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, small disadvantaged and women-owned small business sources.
 - (v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.
 - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable efforts shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small, small disadvantaged and women-owned small business firms.

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- (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.
(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.
(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

45. 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (OCT 1995)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) If, at contract completion, or in the case of a commercial products plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small, Small Disadvantage and Women-Owned Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply, shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial products plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

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- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

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REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number 96-035	Dated
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1995) (VARIATION)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 6515.
- (2) The small business size standard applicable to this acquisition is average annual gross revenues of \$15 million or less for the preceding three fiscal years.
- (b) *Representations.*
 - (1) The Offeror represents and certifies as part of its offer that it ☒ is, ☐ is not a small business concern.
 - (2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The Offeror represents as part of its offer that it ☐ is, ☒ is not a small disadvantaged business concern.
 - (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The Offeror represents as part of its offer that it ☐ is, ☒ is not a women-owned small business concern.
- (c) *Definitions. Small business concern,* as use in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as use in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by an economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as use in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one ore more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) *Notice.*
 - (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OCT 1995)

- (a) *Representation.* The Offeror represents that it ☐ is, ☒ is not a women-owned business concern.
- (b) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The Offeror represents that --

- (a) It ☒ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It ☒ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that --

- (a) It ☒ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.222-21 - CERTIFICATION OF NONSEGREGATED FACILITIES (APR 1984)

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (b) By the submission of this offer, the Offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--
 - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain the certifications in the files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
(Approved by OMB under Control Number 1215-0072.)

6. 552.203-4 - CONTINGENT FEE REPRESENTATION AND AGREEMENT (MAY 1989)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) Representation. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror or bona fide established real estate agents or brokers maintained by the Offeror for the purpose of securing business, the Offeror --

[Note: The Offeror must check the appropriate boxes. For interpretation of the term "bona fide employee or agency," see paragraph (b) of the Covenant Against Contingent Fees clause.]

- (1) ☐ Has, ☒ has not, employed or retained any company or persons to solicit or obtain this lease; and
- (2) ☐ Has, ☒ has not, paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

- (b) Agreement. The Offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer --

- (1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

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- (2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

7. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above Sylvan C. Herman, General Partner [insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

8. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (DEVIATION)

(Applies to leases which exceed \$100,000.)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

9. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

- (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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- (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

10. ASBESTOS REPRESENTATION (APR 1996)

The Offeror represents and certifies as part of its offer that the space offered for lease, common building areas, ventilation systems and zones serving the space offered, and the area above suspended ceilings and engineering space in the same ventilation zones as the space offered --

- (a) ☐ Does, ☒ does not include asbestos-containing materials (ACM). ACM as used in this provision is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.
- (b) If any of the above areas include ACM, please indicate whether the materials are
- | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| (1) friable | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (2) non-friable, in good condition, and located in a place where they are not likely to be disturbed during the term of any ensuing lease contract | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (3) in a solid matrix, already in place, and in good condition | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

11. CERTIFICATION FOR PAST OR PRESENT HAZARDOUS WASTE OPERATIONS (NOV 1987)

To the best of his or her knowledge, the Offeror represents and certifies, as part of the offer that the site upon which space is offered for lease to the Government --

- (a) ☐ Was, ☒ was not a site used for any of the operations listed in item b below.
- (b) Was a site used for any or all of the following operations:

- | | | |
|-------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| (1) generation of hazardous waste | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (2) treatment, temporary/permanent storage, or disposal of solid or hazardous waste | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (3) storage of hazardous substances or petroleum products | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (4) used/waste oil storage or reclamation units | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (5) laboratory or rifle range | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (6) chemical manufacturing/storage | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (7) military or intelligence weapons or ammunition training or testing | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (8) ordnance and/or weapons production, storage, or handling | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

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- (c) If any of the above operations ever occurred at the site, the Offeror certifies that appropriate cleanup or other action [] was, [] was not performed in accordance with the local, state and Federal laws.

12. 52.223-5 - CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JUL 1990)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) Definitions. As used in this provision, "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statutes" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an Offeror/contractor that has no more than one employee including the Offeror/contractor.

- (b) By submission of its offer, the Offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that, with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, that, no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible, for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed, it will -
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about -
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor's policy of maintaining drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (3) Provide all employees engaged in performance of the contract with a copy of a statement required by subparagraph (b)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
 - (5) Notify the contracting officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position and title of the employee; and
 - (6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health law enforcement, or other appropriate agency.
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraph (b)(1) through (b)(6) of this clause.
- (c) By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract resulting from this solicitation.
- (d) Failure of the Offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the Offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)
- (e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

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13. 52.204-3 - TAXPAYER IDENTIFICATION (SEP 1989) (VARIATION)

(a) The Offeror is required to submit taxpayer identification information in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure or refusal by the Offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract. Taxpayer information on the payee, if different from the offeror, is also required; however, it may be provided at the time of award.

(b) Offeror's Taxpayer Identification Number (TIN).

[X] TIN: (b) (4) [] TIN has been applied for. [] TIN is not required.

(c) Corporate Status.

[] Corporation; [] Not a corporate entity; [] Sole proprietorship [X] Partnership

(d) Common Parent.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

[X] Offeror is not owned or controlled by a common parent.

[] Name and TIN of common parent: Name _____ TIN _____

(e) Payee's Taxpayer Identification Number.

[X] TIN: (b) (4) [] TIN has been applied for. [] TIN is not required.

14. OFFEROR'S DUNS NUMBER (APR 1996)

Enter number, if known: _____

OFFEROR OR AUTHORIZED REPRESENTATIVE	<p>Name and Address (including ZIP Code)</p> <p>Sylvan C. Herman 1120 Vermont Avenue, NW Suite 900 Washington, DC 20005 (b) (6)</p> <p>Signature <u>SYLVAN C. HERMAN</u> General Partner</p>	<p>Telephone Number (202) 296-8366</p> <p>Date <u>1/13/98</u></p>
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*NOTE: Excludes cost of utilities, maintenance, and repairs of Tenant Special Equipment

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE

1. SOLICITATION NO.

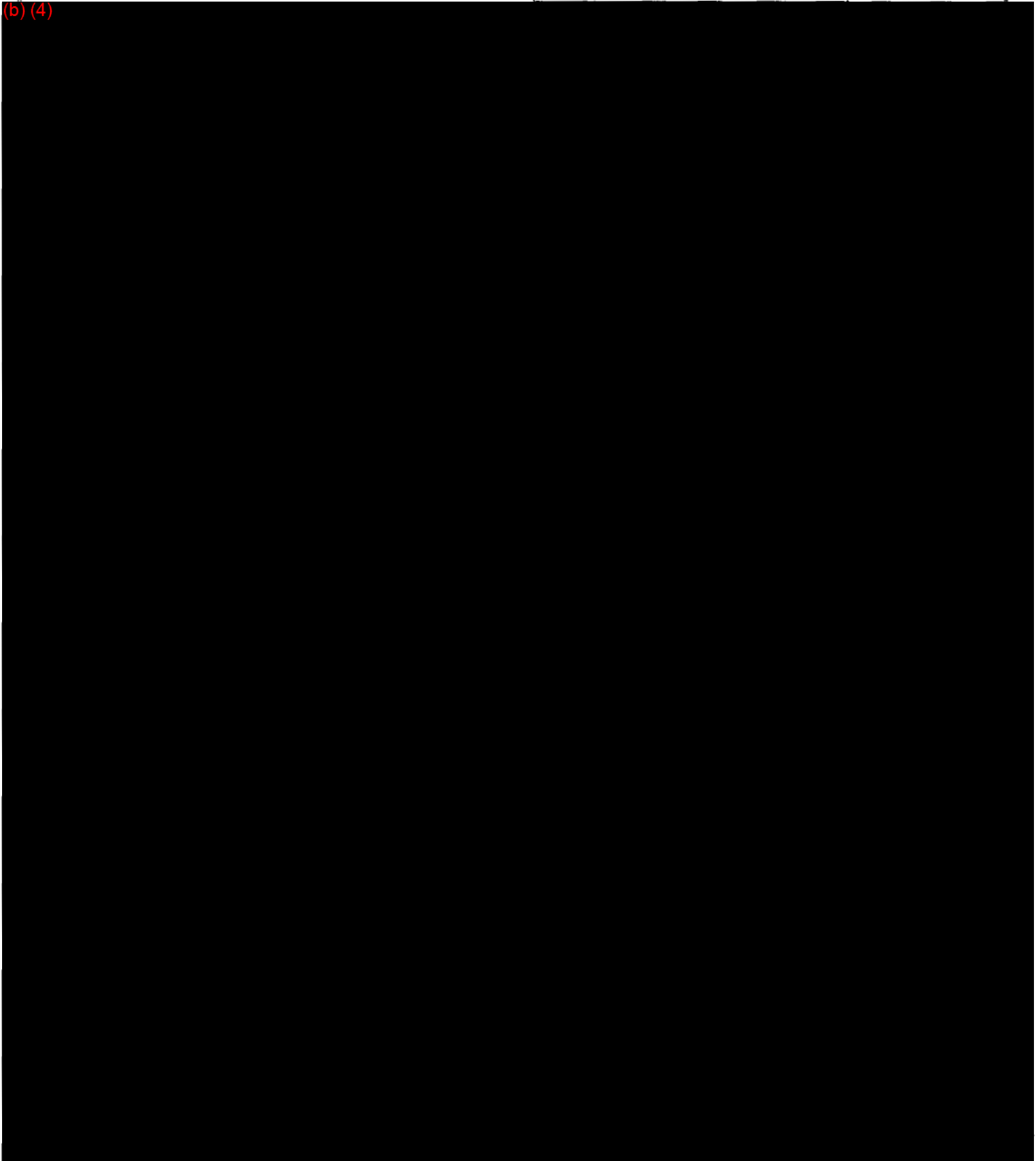
2. STATEMENT DATE

LESSOR'S ANNUAL COST STATEMENT

96-035

1/98

(b) (4)



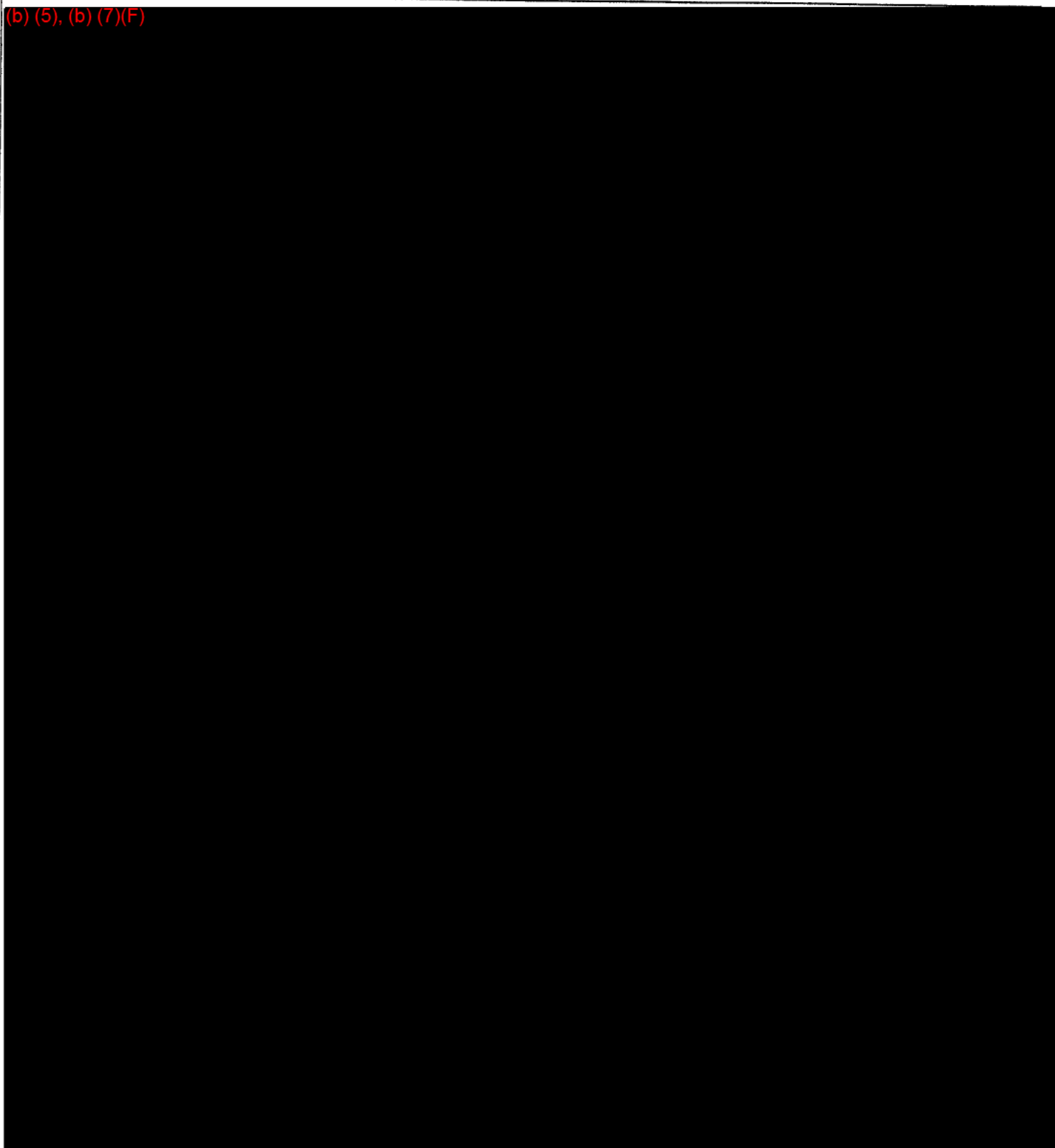
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Attachment No. 1

SLA No. 10 to Lease No. GS-11B-70348

(b) (5), (b) (7)(F)

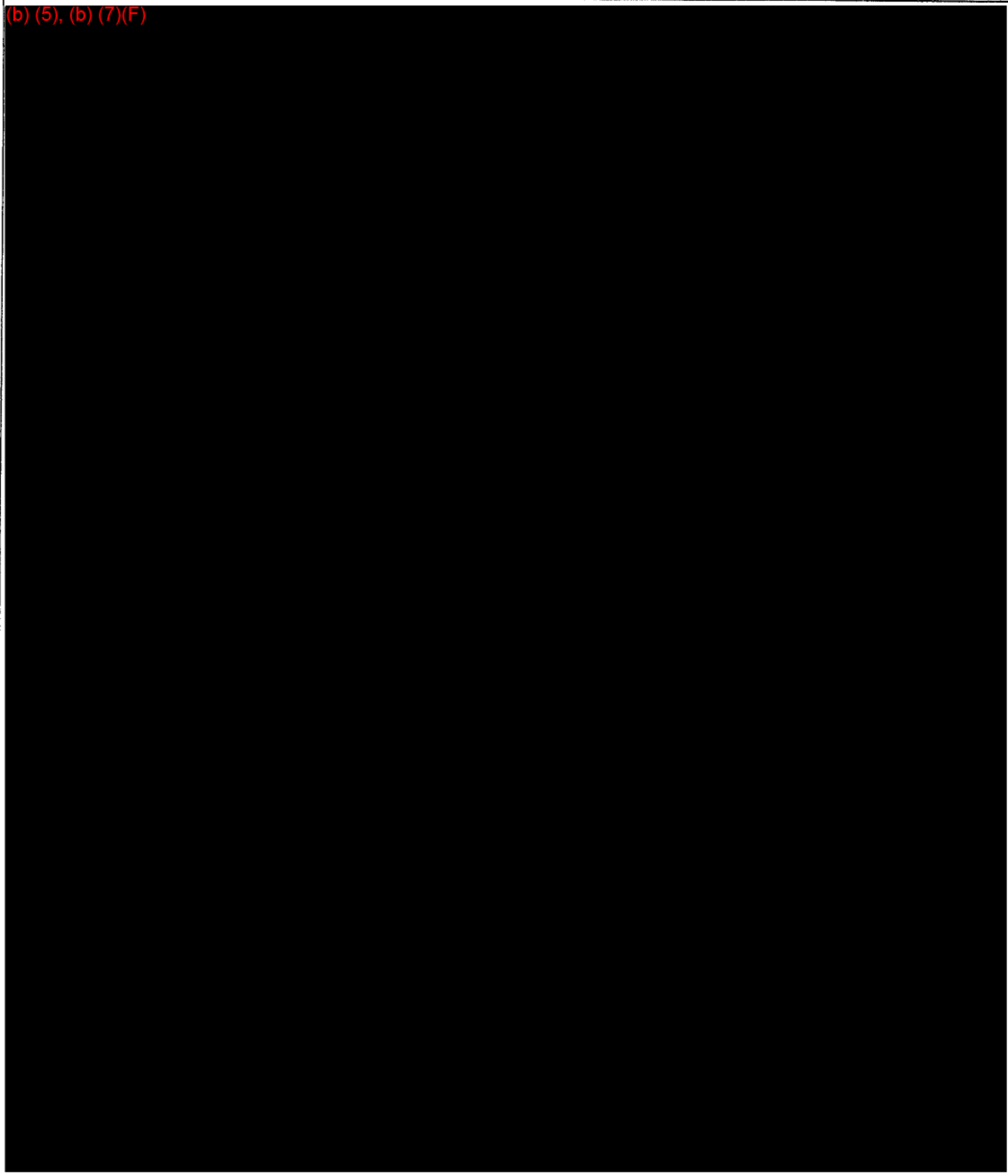


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Lessor	Gov't
JSD	JTB

Attachment No. 1

SLA No. 10 to Lease No. GS-11B-70348

(b) (5), (b) (7)(F)



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Lessor	Gov't
JSD	JTB